



May 25, 2004

Florida Department of Environmental Protection
Attn: Mr. Jim Pennington
2600 Blair Stone Road
Mail Stop 5505
Tallahassee, FL 32399-2400

Re: Application for transfer of Air Permit

Dear Mr. Pennington,

Project No.: 0510008-047-AV

Cargill Fertilizer, Inc. has transferred certain assets to Cargill Fertilizer, LLC and both companies now wish to transfer all existing permits. Enclosed is a completed Form 62-1.201(1) and Form 62-620.910(7) transferring each permit from Cargill Fertilizer, Inc. to Cargill Fertilizer, LLC.

Pursuant to 62-620.340(2)(b), this letter also constitutes an agreement between Cargill Fertilizer, Inc. and Cargill Fertilizer, LLC for a transfer of permit responsibility, coverage and liability from Cargill Fertilizer, Inc. to Cargill Fertilizer, LLC effective 30 days upon receipt of this letter.

Please contact David Jellerson at 813-671-6297 or Ms. Dee Hurst at 671-6163 if you have any questions or need any additional information regarding this transfer.

CARGILL FERTILIZER, INC.

CARGILL FERTILIZER, LLC

By: *Edgar O. Morris*

By: *Edgar O. Morris*

Print Name: E. O. "Ozzie" Morris
Title: Vice President

Print Name: E. O. "Ozzie" Morris
Title: Vice President



CERTIFIED MAIL: 7002 2030 0000 6693 8394

RECEIVED

MAY 28 2004

BUREAU OF AIR REGULATION

Date: May 25, 2004

Florida Department of Environmental Protection
Attn: Mr. Jim Pennington
2600 Blair Stone Road
Mail Stop 5505
Tallahassee, FL 32399-2400

Re: Air Permits

Dear Mr. Pennington:

Please be advised that Cargill Fertilizer, Inc. will transfer ownership of certain assets to Cargill Fertilizer, LLC effective as of May 31, 2004. Enclosed is a list of air permits along with completed Application for Transfer of Permit (DEP 62-1.201(1)) and Application for Transfer of Air Permit (DEP 62-210.900(7)) for each permit. The appropriate written agreement in letterform is also attached.

A check in the amount of \$50 is enclosed to cover the processing fee for each permit. Please feel free to contact David B. Jellerson, Environmental Manager at 813-671-6297 or Ms. Dee Hurst at 813-671-6163 should you have any questions or require additional information.

Sincerely,

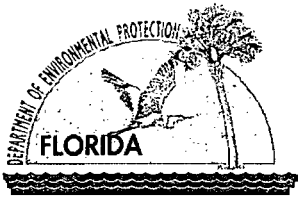
E.O. "Ozzie" Morris
Vice President

Enclosures:

- Air Permit List
- (13) Application for Transfer of Permit DEP 62-1.201(1)
- (13) Application for Transfer of Air Permit DEP 62-210.900(7)

Department of Environmental Protection
Air Permits

	Permit #	Facility	Permit Type	Form
1	0570008-040-AV	Riverview	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
2	1050046-016-AV	Bartow	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
3	1050048-003-AV	Mulberry	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
4	1050053-012-AV	Green Bay	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
5	0570008-030-AC	Riverview	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
6	0570008-036-AC; PSD-FL-315	Riverview	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
7	0570008-043-AC	Riverview	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
8	0570008-044-AC, PSD-FL-336	Riverview	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
9	1050046-015-AC	Bartow	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
10	1050046-017-AC	Bartow	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
11	1050053-034-AC	Green Bay	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
12	1050053-035-AC	Green Bay	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
13	1050252-004-AO	South Ft. Meade	Air Operation	DEP Forms 62-1.201(1) and 62-210.900(7)



Department of Environmental Protection

Jeb Bush
Governor

Northwest District
160 Government Center
Pensacola, Florida 32501-5794

Colleen Castille
Secretary

APPLICATION FOR TRANSFER OF PERMIT

Permit No. 0570008-040-AV Date Issued 3/16/2004 Date Expires _____

NOTIFICATION OF SALE OR LEGAL TRANSFER

Source Name: Title V Permit Revision County: Hillsborough

Source Location: 8813 Highway 41 South City: Riverview

Permittee Name: Cargill Fertilizer, Inc./E.O. "Ozzie" Morris Title: Vice President

Mailing Address: 8813 Highway 41 South

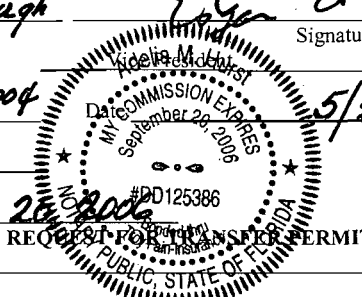
Riverview, FL 33569

The undersigned hereby notifies the department of the sale or legal transfer of this pollution source. He further agrees to assign his rights as permittee to the applicant in the event the department agrees to the transfer of permit.

Sworn to and subscribed before me at Hillsborough _____
County, Florida _____ Signature of Permittee

this 25th day of MAY 2004 _____ Title
Adelia M. Hurst _____
Notary Public

My Commission expires: September 20, 2006



Source Name: Title V Permit Revision

Applicant Name: Cargill Fertilizer, LLC / E.O. "Ozzie" Morris

Mailing Address: 8813 Highway 41 South, Riverview, FL 33569-4865

Telephone (813) 671-6158

Project Engineer: Name: David B. Jellerson, P.E.

Mailing Address: 8813 Highway 41 South

Riverview, FL 33569-4865

Telephone (813) 671-6297

The undersigned hereby notifies the department of his having acquired title to this pollution source. He further states that he has examined the application and documents submitted by the current permittee the basis on which Permit No. 0570008-040-AV was issued by the department, and states that they accurately and completely describe the permitted activity or project. He further states that he is familiar with the permit, agrees to comply with its terms and conditions, and agrees to assume the rights and liabilities contained therein. He also agrees to promptly notify the department of any future change in ownership of, responsibility for, the permitted activity project.

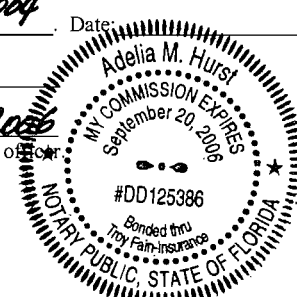
Sworn to and subscribed before me at Hillsborough _____
County, Florida _____ Signature of Applicant*

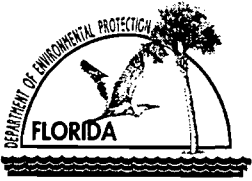
this 25th day of MAY 2004 _____ Date: 5/25/04

My Commission expires: September 20, 2006

*Attach letter of authorization if other than owner or corporate officer.

DEP FORM 62-1.201(1) Effective November 30, 1982





Department of Environmental Protection

Division of Air Resources Management

APPLICATION FOR TRANSFER OF AIR PERMIT

Title V Permit No.*: 0570008
057008-040-AV

Non-Title V Permit No(s).: _____

Notification of Sale or Legal Transfer

Facility Owner/Company Name (As Currently Permitted): Cargill Fertilizer, Inc.	Facility ID No.: 0570008
Site Name: Tampa Plant	County: Hillsborough
Street Address or Other Locator: 8813 Highway 41 South	
City: Riverview	Zip Code: 33569

I, the undersigned, hereby notify the department of the sale or legal transfer of the facility listed above. Under its current air permit(s), I am the owner or authorized representative of the non-Title V source or the responsible official of the Title V source addressed in this application, whichever is applicable.

E.O. Morris
 (Signature)

Name: E.O. "Ozzie" Morris

Title: Vice President Date: 5/25/04

STATE OF FLORIDA
 COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 25th day of May 2004.

(NOTARY SEAL) Adelia M. Hurst
 (Signature of Notary Public - State of Florida)

Adelia M. Hurst
 (Name of Notary Typed, Printed, or Stamped)

Personally Known Produced Identification _____

Type of Identification Produced _____

* Title V Sources Only: Attach a written agreement containing a specific date for transfer of permit responsibility, coverage, and liability between the current and new permittee. If there is a change in designated representative at an Acid Rain source, submit a copy of the Certificate of Representation submitted to EPA pursuant to 40 CFR 72, subpart B. A Statement of Compliance (DEP Form 62-213.900(7)) covering the portion of the calendar year up to the date of transfer of responsibility shall be submitted to the Department after the date of transfer, as required by Rule 62-213.440(3)(a)2.b., F.A.C.

Notification of New Ownership

New Facility Owner/Company Name: Cargill Fertilizer, LLC	
New Site Name: Tampa Plant	County: Hillsborough

I, the undersigned, am or will be the new owner or authorized representative* of the non-Title V source or the new responsible official of the Title V source addressed in this application, whichever is applicable. I further state that I have examined the application and documents submitted by the current permittee, the basis on which the above listed permit(s) was/were issued by the Department, and state that they accurately and completely describe the permitted facility. I further state that I am familiar with the permit(s), agree to comply with its/their terms and conditions, and agree to assume the rights and liabilities contained therein. I hereby certify, based on information and belief formed after reasonable inquiry, that the statements made in this application are true, accurate and complete. I also agree to promptly notify the Department of any future change in ownership of, or responsibility for, the permitted facility.

E.O. Morris
 (Signature)

Name: E.O. "Ozzie" Morris

Title: Vice President _____ Date: 5/25/04

Mailing Address: 8813 Highway 41 South

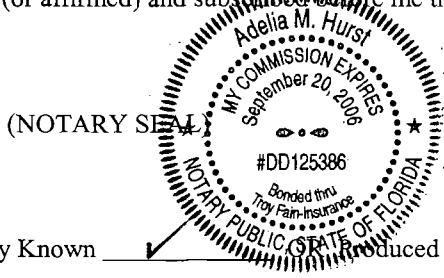
City: Riverview Zip Code: 33569-4865

Telephone No: 813-671-6158 Fax No.: 813-671-6149

Effective Date of Sale or Legal Transfer: 5/31/04
 (If not yet known, leave blank. Once known, date must be provided to the Department to process a change of ownership administrative permit correction in accordance with Rule 62-210.360, F.A.C.)

STATE OF FLORIDA
 COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 25th day of May 2004.



Adelia M. Hurst
 (Signature of Notary Public - State of Florida)

Adelia M. Hurst
 (Name of Notary Typed, Printed, or Stamped)

Personally Known Produced Identification _____

Type of Identification Produced _____

* Attach letter of authorization if other than owner or corporate officer.

Mitchell, Bruce

From: Debbie_Waters@cargill.com
Sent: Tuesday, July 27, 2004 9:08 AM
To: Mitchell, Bruce; Pennington, Jim; Vielhauer, Trina
Cc: Taylor_Abel@cargill.com; Dean_Ahrens@cargill.com; Dee_Hurst@cargill.com; David_B_Jellerson@cargill.com; Ozzie_Morris@cargill.com; James_Voyles@cargill.com; Debbie_Waters@cargill.com
Subject: Transfer of Cargill Fertilizer Air Permits

Ms. Vielhauer,

Cargill Fertilizer has received your letter dated June 19, 2004 regarding additional information needed for the transfer of Title V and air construction permits for our facilities. However, we did not receive the letter until July 22, 2004. The information you requested regarding the demonstration of Mr. Ozzie Morris as responsible official and documentation regarding the liability of the new corporation has been prepared and is being mailed to your office today.

I tried unsuccessfully to reach you yesterday by phone to get clarification on your request for a Statement of Compliance to be submitted for the time period of January 1, 2004 through May 31, 2004. Is this the same Statement of Compliance report that is required by Title V permits annually on March 1? Please clarify why this is being requested at this time and to whom it should be submitted. The Statement of Compliance is a detailed review and accounting of all Title V requirements and preparation of this report will require additional time. You had indicated in your letter that it was to be submitted by close of business July 27, 2004. Given the delay in receipt of your letter, Cargill is requesting an additional 30 days to prepare this report for our Riverview, Green Bay, Bartow and Mulberry facilities.

Thank you for your help in clarifying this request. If you have any questions please contact me.

Debra R. Waters
Environmental Superintendent
Cargill Fertilizer, LLC
PO Box 9002
Bartow, FL 33831
(863) 534-9615 office
(863) 559-1071 mobile



Fertilizer, LLC

AIRBORNE EXPRESS: 575 651 6931

July 27, 2004

Trina L. Vielhauer, Chief
Bureau of Air Regulation
Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

RECEIVED

JUL 28 2004

BUREAU OF AIR REGULATION

Subject: Application(s) for Transfer of Air Permits
Air Construction and Title V Permits

Dear Ms. Vielhauer:

We are in receipt of your letter dated June 19, 2004, with regard to the subject permit transfers. As for item (1) the request for proof that Edgar O. Morris is the Responsible Official (R.O.) for both corporations, enclosed are statements of the Assistant Secretary of Cargill Fertilizer, Inc. / Cargill Fertilizer, LLC indicating that Mr. Morris was elected Vice President of both companies.

On January 8, 2004, a request [DEP Form No. 62-213.900(8)] to change the Responsible Official on the Riverview Facility Title V Permit from Don Clark to E.O. (Ozzie) Morris or in his absence, David B. Jellerson, was submitted to your Mr. Johathan Holtom, (copy enclosed).

As for item (2), documentation is also enclosed which indicates that the liability goes with the assets for each facility. It is hoped these documents, along with the e-mail this date from our Ms. Debbie Waters requesting clarification and an extension of 30 days to prepare the Statements of Compliance will provide you with necessary information.

Very truly yours,

Adelia M. (Dee) Hurst
Administrative Assistant
Environmental Department

Enclosures

/dh

x.c. O. Morris
D. Jellerson
D. Waters
T. Abel

8813 Highway 41 South
Riverview, FL 33569-4865

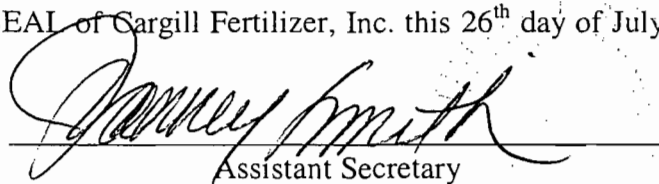
Phone: 813-671-6163
Fax: 813-671-6149

**Cargill Fertilizer, Inc.
8813 Highway 41 South
Riverview, FL 33569**

I hereby certify that I am Assistant Secretary of Cargill Fertilizer, Inc., a corporation formed under the laws of the State of Delaware; that as such Assistant Secretary, I have custody of certain of the books and records of said Corporation; and

I further certify that Edgar O. Morris was elected Vice President of Cargill Fertilizer, Inc. on March 1, 1999, which title he currently holds.

WITNESS MY HAND AND THE SEAL of Cargill Fertilizer, Inc. this 26th day of July, 2004.


Assistant Secretary

**Cargill Fertilizer, LLC
15407 McGinty Road West
Wayzata, MN 55391**

I hereby certify that I am Assistant Secretary of Cargill Fertilizer, LLC, a limited liability company formed under the laws of the State of Delaware; that as such Assistant Secretary, I have custody of certain of the books and records of said Company; and

I further certify that Edgar O. Morris was elected Vice President of Cargill Fertilizer, LLC on May 20, 2004, which title he currently holds.

WITNESS MY HAND this 26th day of July, 2004.


Assistant Secretary

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of May 31, 2004, by and between Cargill Fertilizer, Inc., a Delaware corporation ("Assignor"), and Cargill Fertilizer, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all of the member interests of Assignee; and

WHEREAS, this Agreement is being executed and delivered in order to effect Assignor's capital contribution to Assignee in the form of a transfer to Assignee of all of Assignor's interests in the Cargill Fertilizer Assets (as defined below) and the assumption by Assignee of the Cargill Fertilizer Liabilities (as defined below).

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meaning set forth below:

(a) "*Cargill Fertilizer Assets*" means, collectively, all tangible and intangible assets, properties, rights and interests primarily owned or used or held for use in the Cargill Phosphate Production Businesses (as defined below) as of the date hereof, including but not limited to the items set forth on Schedule 1 attached hereto.

(b) "*Cargill Fertilizer Liabilities*" means, collectively, all of Assignor's liabilities and obligations primarily related to the Cargill Fertilizer Assets or primarily related to any business or assets formerly owned or operated by or used primarily in the Cargill Phosphate Production Businesses (as defined below) as of the date hereof.

(c) "*Cargill Phosphate Production Businesses*" means, collectively, the processing, production, storage, transportation, distribution, marketing and sale of phosphate, phosphate-related products by Assignor. For clarity, excluded from this definition are the businesses comprising Parent's U.S. fertilizer distribution business, the Cargill Retail Fertilizer Businesses and all other business units of Assignor or Parent not related to the fertilizer businesses owned and operated by Assignor, Parent or its subsidiaries.

(d) "*Cargill Retail Fertilizer Businesses*" means fertilizer farm centers and similar retail fertilizer stores and locations owned or operated by Parent or Assignor, its subsidiaries or a jointly owned enterprise anywhere in the world whose primary business is to market and sell fertilizer, seed and/or agricultural chemicals to end users.

(e) "Parent" means Cargill, Incorporated, the corporate parent of Cargill Fertilizer, Inc.

2. Contribution of Assets. Assignor does hereby transfer, convey, and assign or cause to be transferred, conveyed and assigned to Assignee, all of Assignor's right, title and interest in and to the Cargill Fertilizer Assets.

3. Excluded Assets. Other than as specifically set forth in Section 2 hereof, Assignor shall not convey, assign or transfer to Assignee and nothing contained in this Agreement shall be construed as a transfer, conveyance or assignment by Assignee of, any tangible or intangible assets, properties, rights or interests owned, used or held for use in (A) the Cargill Retail Fertilizer Businesses or (B) any of Assignor's or any affiliate of Assignor's other business units, including but not limited to Parent's U.S. fertilizer distribution business, that are not part of the Cargill Phosphate Production Businesses.

4. Assumption of Liabilities. Assignor does hereby contribute, transfer and assign to Assignee and its successors and assigns all of Assignor's right, title and interest in, to and under the Cargill Fertilizer Liabilities of Assignor, and Assignee hereby accepts the foregoing assignment and hereby assumes and agrees to pay or perform in accordance with their terms or otherwise satisfy Assignor's obligations or commitments under the Cargill Fertilizer Liabilities.

5. Excluded Liabilities. Other than as specifically set forth in Section 4 hereof, Assignor shall retain, and Assignee shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Assignee of, any liabilities, obligations or undertakings of Assignor related to the Cargill Retail Fertilizer Businesses or any of Cargill's or any affiliate of Cargill's business units, including but not limited to Parent's U.S. fertilizer distribution business, that are not part of Cargill Phosphate Production Businesses.

6. Governing Law. The internal law, without regard to conflicts of laws principles, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

[The remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first stated above.

CARGILL FERTILIZER, INC.

By John M. Bryant
Its V. President

CARGILL FERTILIZER, LLC

By John M. Bryant
Its V. President

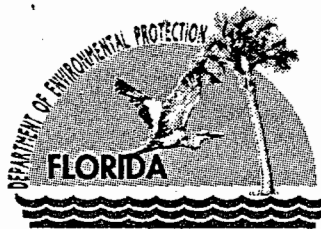
(349841)

Schedule 1

Description of Cargill Fertilizer Assets

- cash and cash equivalents;
- accounts receivable;
- credits and prepaid expenses;
- product and material inventories;
- land and land improvements;
- mineral reserves
- property, plant and equipment;
- Texas and Florida sulfur marine and terminaling assets;
- warehouses, warehouses leases and warehousing arrangements;
- rolling stock;
- railcars;
- leasehold interests;
- all contracts relating to the operation of the Cargill U.S. Fertilizer Distribution Business, including without limitation those for the purchase of raw materials, and the sale of fertilizer and feed products;
- all contracts or agreements relating to the acquisition or divestiture of any assets or businesses acquired from or sold to third parties;
- contractual rights, claims and causes of action including, without limitation, warranties and indemnities, guarantees and similar rights;
- intellectual property
- licenses;
- computer hardware and software;
- furniture, furnishings and fixtures;
- operating permits and environmental permits;
- labor and collective bargaining agreements;
- information, reports, files, electronic documents, and corporate and financial records; and
- other material assets primarily owned and used by Assignor in the operation of the Cargill Phosphate Production Businesses which may not be generally described above.

For purposes of clarity, the Cargill Fertilizer Assets expressly do not include (1) assets owned by or licensed to Assignor or its affiliates which may be made available to, or shared with, the Cargill U.S. Phosphate Production Business but which are not primarily owned or used or held for use by the Cargill Phosphate Production Business; or (2) equity interests owned by CFI in Sinochem Cargill Fertilizers Co., Ltd.; Yunnan Three Circles Sinochem Cargill Fertilizers Co., Ltd.; or Big Bend Transfer Co., Ltd..



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Colleen M. Castille
Secretary

August 27, 2004

CERTIFIED MAIL – Return Receipt Requested

Mr. E. O. "Ozzie" Morris
Vice President
Cargill Fertilizer, Inc./Cargill Fertilizer, LLC
8813 Highway 41 South
Riverview, Florida 33569

Dear Mr. Morris:

RE: Application(s) for Transfer of Air Permits
Air Construction, Operation and Title V Permits

We received your applications for "Transfer of Permits" and "Transfer of Air Permits" on May 28, 2004, that included air construction, operation and Title V permits for different facilities and locations. On July 28, 2004, we received some additional information regarding the request. Based on Rules 62-4.120(2) & (3), Florida Administrative Code (F.A.C.), the Department's Bureau of Air Regulation will need additional information in order to process the applications. Pursuant to Rule 62-210.300(7)(a), F.A.C., Transfer of Air Permits, the following additional information must be submitted before processing of the applications will resume:

1. In the document labeled "CONTRIBUTIONS, ASSIGNMENT AND ASSUMPTION AGREEMENT", specifically paragraph 1.(c), 2nd sentence, and for clarity purposes, please explain what activities are "excluded". Do any of these businesses hold any Departmental permits; if so, please explain.
2. A Statement of Compliance for each affected Title V facility, signed by the R.O., should have been submitted by no later than July 27, 2004, close of business; and, each Statement of Compliance must cover the timeframe of January 1 through May 31, 2004. Please provide a copy of each Statement of Compliance.

If there are any questions, please call Bruce Mitchell at 850/413-9198 or write to me at the letterhead address.

Sincerely,

Trina L. Vielhauer
Chief
Bureau of Air Regulation

TLV/rbm

Enclosure

cc: Gerald Kissel, P.E., DEP-SWD
Alice Harman, P.E., HCEPC
Jim Pennington, P.E., DEP-BAR
Pat Comer, Esq., FDEP

"More Protection, Less Process"

Printed on recycled paper.

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of May 31, 2004, by and between Cargill Fertilizer, Inc., a Delaware corporation ("Assignor"), and Cargill Fertilizer, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all of the member interests of Assignee; and

WHEREAS, this Agreement is being executed and delivered in order to effect Assignor's capital contribution to Assignee in the form of a transfer to Assignee of all of Assignor's interests in the Cargill Fertilizer Assets (as defined below) and the assumption by Assignee of the Cargill Fertilizer Liabilities (as defined below).

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meaning set forth below:

(a) "*Cargill Fertilizer Assets*" means, collectively, all tangible and intangible assets, properties, rights and interests primarily owned or used or held for use in the Cargill Phosphate Production Businesses (as defined below) as of the date hereof, including but not limited to the items set forth on Schedule 1 attached hereto.

(b) "*Cargill Fertilizer Liabilities*" means, collectively, all of Assignor's liabilities and obligations primarily related to the Cargill Fertilizer Assets or primarily related to any business or assets formerly owned or operated by or used primarily in the Cargill Phosphate Production Businesses (as defined below) as of the date hereof.

(c) "*Cargill Phosphate Production Businesses*" means, collectively, the processing, production, storage, transportation, distribution, marketing and sale of phosphate, phosphate-related products by Assignor. For clarity, excluded from this definition are the businesses comprising Parent's U.S. fertilizer distribution business, the Cargill Retail Fertilizer Businesses and all other business units of Assignor or Parent not related to the fertilizer businesses owned and operated by Assignor, Parent or its subsidiaries.

(d) "*Cargill Retail Fertilizer Businesses*" means fertilizer farm centers and similar retail fertilizer stores and locations owned or operated by Parent or Assignor, its subsidiaries or a jointly owned enterprise anywhere in the world whose primary business is to market and sell fertilizer, seed and/or agricultural chemicals to end users.

(e) "Parent" means Cargill, Incorporated, the corporate parent of Cargill Fertilizer, Inc.

2. Contribution of Assets. Assignor does hereby transfer, convey, and assign or cause to be transferred, conveyed and assigned to Assignee, all of Assignor's right, title and interest in and to the Cargill Fertilizer Assets.

3. Excluded Assets. Other than as specifically set forth in Section 2 hereof, Assignor shall not convey, assign or transfer to Assignee and nothing contained in this Agreement shall be construed as a transfer, conveyance or assignment by Assignee of, any tangible or intangible assets, properties, rights or interests owned, used or held for use in (A) the Cargill Retail Fertilizer Businesses or (B) any of Assignor's or any affiliate of Assignor's other business units, including but not limited to Parent's U.S. fertilizer distribution business, that are not part of the Cargill Phosphate Production Businesses.

4. Assumption of Liabilities. Assignor does hereby contribute, transfer and assign to Assignee and its successors and assigns all of Assignor's right, title and interest in, to and under the Cargill Fertilizer Liabilities of Assignor, and Assignee hereby accepts the foregoing assignment and hereby assumes and agrees to pay or perform in accordance with their terms or otherwise satisfy Assignor's obligations or commitments under the Cargill Fertilizer Liabilities.

5. Excluded Liabilities. Other than as specifically set forth in Section 4 hereof, Assignor shall retain, and Assignee shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Assignee of, any liabilities, obligations or undertakings of Assignor related to the Cargill Retail Fertilizer Businesses or any of Cargill's or any affiliate of Cargill's business units, including but not limited to Parent's U.S. fertilizer distribution business, that are not part of Cargill Phosphate Production Businesses.

6. Governing Law. The internal law, without regard to conflicts of laws principles, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

[The remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first stated above.

CARGILL FERTILIZER, INC.

By John M. Bryant
Its V. President

CARGILL FERTILIZER, LLC

By John M. Bryant
Its V. President

(349841)

Schedule 1

Description of Cargill Fertilizer Assets

- cash and cash equivalents;
- accounts receivable;
- credits and prepaid expenses;
- product and material inventories;
- land and land improvements;
- mineral reserves
- property, plant and equipment;
- Texas and Florida sulfur marine and terminaling assets;
- warehouses, warehouses leases and warehousing arrangements;
- rolling stock;
- railcars;
- leasehold interests;
- all contracts relating to the operation of the Cargill U.S. Fertilizer Distribution Business, including without limitation those for the purchase of raw materials, and the sale of fertilizer and feed products;
- all contracts or agreements relating to the acquisition or divestiture of any assets or businesses acquired from or sold to third parties;
- contractual rights, claims and causes of action including, without limitation, warranties and indemnities, guarantees and similar rights;
- intellectual property
- licenses;
- computer hardware and software;
- furniture, furnishings and fixtures;
- operating permits and environmental permits;
- labor and collective bargaining agreements;
- information, reports, files, electronic documents, and corporate and financial records; and
- other material assets primarily owned and used by Assignor in the operation of the Cargill Phosphate Production Businesses which may not be generally described above.

For purposes of clarity, the Cargill Fertilizer Assets expressly do not include (1) assets owned by or licensed to Assignor or its affiliates which may be made available to, or shared with, the Cargill U.S. Phosphate Production Business but which are not primarily owned or used or held for use by the Cargill Phosphate Production Business; or (2) equity interests owned by CFI in Sinochem Cargill Fertilizers Co., Ltd.; Yunnan Three Circles Sinochem Cargill Fertilizers Co., Ltd.; or Big Bend Transfer Co., Ltd..

**BEST AVAILABLE COPY**

Certified Mail: 7002 2410 0003 5283 4678

August 26, 2004

Department of Environmental Protection
Southwest District Office
3804 Coconut Palm Drive
Tampa, Florida 33619-8218

Ladies and Gentlemen:

Re: **Cargill Fertilizer, Inc. - Riverview Facility**
AIRS No. 0570008
Title V Compliance Statement - January 1, 2004 through May 31, 2004

Please find enclosed Cargill Fertilizer's Statement of Compliance for the above referenced period. As per a letter from Trina L. Vielhauer dated June 19, 2004, this is required prior to the Department's processing of Cargill's applications for "Transfer of Permits" and "Transfer of Air Permits" received by the department on May 28, 2004.

If you have any questions, please call me at (813) 671-6369 or email me at dean_ahrens@cargill.com.

Sincerely,

A handwritten signature in cursive script that reads "J. Dean Ahrens".

J. Dean Ahrens
Environmental Superintendent

cc: EPA Region 4 (certified mail: 7002 2410 0003 5283 4685)
Diana Lee, EPCHC (certified mail: 7002 2410 0003 5283 4692)
File P-05-03



Department of Environmental Protection

Division of Air Resource Management

STATEMENT OF COMPLIANCE - TITLE V SOURCE

REASON FOR SUBMISSION (Check one to indicate why this statement of compliance is being submitted)

<input type="checkbox"/> Annual Requirement	<input checked="" type="checkbox"/> Transfer of Permit	<input type="checkbox"/> Permanent Facility Shutdown
---	--	--

REPORTING PERIOD*	REPORT DEADLINE**
January 1, through May 31 of 2004 (year)	August 26, 2004

*The statement of compliance must cover all conditions that were in effect during the indicated reporting period, including any conditions that were added, deleted, or changed through permit revision.

**See Rule 62-213.440(3)(a)2., F.A.C.

Facility Owner/Company Name: Cargill Fertilizer, LLC.

Site Name: Riverview Facility Facility ID No. 0570008 County: Hillsborough

COMPLIANCE STATEMENT (Check only one of the following three options)

A. This facility was in compliance with all terms and conditions of the Title V Air Operation Permit and, if applicable, the Acid Rain Part, and there were no reportable incidents of deviations from applicable requirements associated with any malfunction or breakdown of process, fuel burning or emission control equipment, or monitoring systems during the reporting period identified above.

B. This facility was in compliance with all terms and conditions of the Title V Air Operation Permit and, if applicable, the Acid Rain Part; however, there were one or more reportable incidents of deviations from applicable requirements associated with malfunctions or breakdowns of process, fuel burning or emission control equipment, or monitoring systems during the reporting period identified above, which were reported to the Department. For each incident of deviation, the following information is included:

1. Date of report previously submitted identifying the incident of deviation.
2. Description of the incident.

C. This facility was in compliance with all terms and conditions of the Title V Air Operation Permit and, if applicable, the Acid Rain Part, EXCEPT those identified in the pages attached to this report and any reportable incidents of deviations from applicable requirements associated with malfunctions or breakdowns of process, fuel burning or emission control equipment, or monitoring systems during the reporting period identified above, which were reported to the Department. For each item of noncompliance, the following information is included:

1. Emissions unit identification number.
2. Specific permit condition number (note whether the permit condition has been added, deleted, or changed during certification period).
3. Description of the requirement of the permit condition.
4. Basis for the determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e., recorded at least every 15 minutes, or intermittent).
5. Beginning and ending dates of periods of noncompliance.
6. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented.
7. Dates of any reports previously submitted identifying this incident of noncompliance.

For each incident of deviation, as described in paragraph B. above, the following information is included:

1. Date of report previously submitted identifying the incident of deviation.
2. Description of the incident.

BEST AVAILABLE COPY

STATEMENT OF COMPLIANCE - TITLE V SOURCE

RESPONSIBLE OFFICIAL CERTIFICATION

I, the undersigned, am a responsible official (Title V air permit application or responsible official notification form on file with the Department) of the Title V source for which this document is being submitted. With respect to all matters other than Acid Rain program requirements, I hereby certify, based on the information and belief formed after reasonable inquiry, that the statements made and data contained in this document are true, accurate, and complete.

David B. Jellerson 8-26-04
(Signature of Title V Source Responsible Official) (Date)

Name: David Jellerson Title: Environmental Manager

DESIGNATED REPRESENTATIVE CERTIFICATION (only applicable to Acid Rain source)

I, the undersigned, am authorized to make this submission on behalf of the owners and operators of the Acid Rain source or Acid Rain units for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

(Signature of Acid Rain Source Designated Representative) (Date)

Name: _____ Title: _____

{Note: Attachments, if required, are created by a responsible official or designated representative, as appropriate, and should consist of the information specified and any supporting records. Additional information may also be attached by a responsible official or designated representative when elaboration is required for clarity. This report is to be submitted to both the compliance authority (DEP district or local air program) and the U.S. Environmental Protection Agency(EPA) (U.S. EPA Region 4, Air and EPCRA Enforcement Branch, 61 Forsyth Street, Atlanta GA 30303).}

BEST AVAILABLE COPY



August 26, 2004

CERTIFIED MAIL: 7000 1670 0011 0124 5738

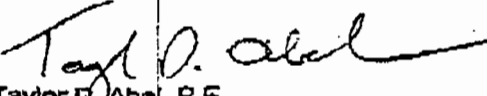
Florida Department of Environmental Protection
Southwest District Office
Air Program
3804 Coconut Palm Drive
Tampa, FL 33619

RE: Cargill Fertilizer, Inc. - Green Bay Facility
Compliance Statement 2004 (January 1 through May 31)
Title V Permit No. 1050053

To Whom It May Concern:

The Green Bay facility was transferred from Cargill Fertilizer, Inc. to Cargill Fertilizer, LLC. As a result, please find enclosed the Compliance Statement for the period January 1, 2004 through May 31, 2004. Please do not hesitate to contact me for any reason.

Sincerely,


Taylor D. Abel, P.E.
EHS Superintendent

cc: David Jellerson - Cargill
Prat Bose - Cargill
US Environmental Protection Agency - Region 4, Air Pesticides & Toxics
Management Division, Air & EPCRA Enforcement Section, 61 Forsyth St.,
Atlanta, GA 30303 CERTIFIED MAIL: 7000 1670 0011 0124 5726
File 60-05-04-2004

*please copy to:
Doug Riddle
Walker Brown
Drew Fleming
Curtis Griffith
Dennis Martin
Steve Hughes*

Taylor D. Abel, P.E.
EHS Superintendent

Green Bay Plant
4390 CR 640 W
Barrow, FL 33830

Phone: (863) 519-1371
Fax: (863) 533-8793
taylor_abel@cargill.com



Phosphate Production

Fax Cover Sheet

To	Bruce Mitchell	From	Mary Valenti
Company	Florida DEP	Date / Time	10/20/04
Fax	850-921-9533	Fax	813-672-6448 (office)
Phone	850-413-9198	Phone	813-679-8256 (cell)

Number of pages including this sheet 2

Comments:

Bruce,

Attached is a copy of the letter we are sending to Ms. Yulhauer regarding the last remaining outstanding item. Once you have had an opportunity to look it over, please give me a call.

Thanks,

Mary Valenti, Paralegal
 Foley & Lardner

If you do not receive all pages faxed or any pages are illegible, please call: _____

Phone Number: _____ Fax Number: _____

Confidentiality note: The information contained in this facsimile transmission is intended only for the personal and confidential use of the individual(s) or entity(ies) named above, and may include material that is privileged and confidential. Any dissemination, distribution, or copying of this transmittal is strictly prohibited. If you have received this transmittal in error, please notify us immediately by telephone 813-677-9111 and return the original transmittal to us by mail. Thank you.



**SENT BY FACSIMILE AND CERTIFIED
MAIL: 7002 2410 0003 5281 0740**

October 19, 2004

Trina L. Vielhauer, Chief
Bureau of Air Regulation
Department of Environmental Protection
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Re: Application(s) for Transfer of Air Permits
Air Construction, Operation and Title V Permits

Dear Ms. Vielhauer:

In your letter of August 27, 2004, you requested additional information regarding the CONTRIBUTIONS, ASSIGNMENT, AND ASSUMPTION AGREEMENT (the "Agreement"); in which Cargill Fertilizer, Inc. transferred substantially all of its remaining assets into Cargill Fertilizer, LLC. You specifically inquired what activities were excluded from the transfer and whether any of the businesses related to those activities held DEP permits.

The businesses or activities that are excluded from the Agreement are first, all Cargill, Inc., businesses, such as juice, meat, soybeans, grain, etc., that are not related in any manner to the fertilizer business. Additionally, it includes Cargill fertilizer-related businesses outside of Florida that distribute and sell fertilizer but that were not part of Cargill Fertilizer, Inc., previously.

None of the Cargill-fertilizer related businesses outside of Florida that distribute and sell fertilizer have DEP permits. Some Cargill non-fertilizer businesses, such as juice and beef, have DEP permits that are in no way related to the current transaction and need not be considered in the decision to transfer the Cargill Fertilizer, Inc., permits to Cargill Fertilizer, LLC.

Please call Jim Voyles of the Cargill Law Department at 952-742-2589 or me at 813-671-6158 if you have any additional questions.

Sincerely,

A handwritten signature in cursive script that reads "E.O. Morris".

E.O. "Ozzie" Morris
Vice President



SENT BY FACSIMILE AND CERTIFIED
MAIL: 7002 2410 0003 5281 0740

October 19, 2004

10-20-04

Trina L. Vielhauer, Chief
Bureau of Air Regulation
Department of Environmental Protection
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Trina,
Received this letter
today via fax. What
do you think of
the response?
Jim
Burr

Re: Application(s) for Transfer of Air Permits
Air Construction, Operation and Title V Permits

Dear Ms. Vielhauer:

In your letter of August 27, 2004, you requested additional information regarding the CONTRIBUTIONS, ASSIGNMENT, AND ASSUMPTION AGREEMENT (the "Agreement"); in which Cargill Fertilizer, Inc. transferred substantially all of its remaining assets into Cargill Fertilizer, LLC. You specifically inquired what activities were excluded from the transfer and whether any of the businesses related to those activities held DEP permits.

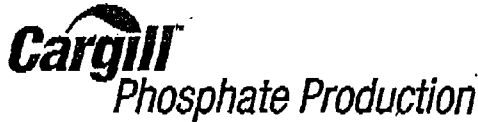
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Sincerely,

E.O. "Ozzie" Morris
Vice President



Fax Cover Sheet

To <i>Bruce Mitchell</i>	From <i>Margo Valente, Paralegal</i>
Company <i>FDEP</i>	Date / Time <i>July: Lardner</i>
Fax <i>850-921-9533</i>	Fax
Phone <i>7</i>	Phone <i>813-679-8256</i>

Number of pages including this sheet _____

Comments:

Pat -

Attached please find a copy of the Amendment on the Certificate of Incorporation changing the name of the company to Mosaic Fertilizer, LLC.

Everything pertaining to this company is exactly the same. The only change is the name.

Please call me if you have any questions. Thanks,
Margo

If you do not receive all pages faxed or any pages are illegible, please call: _____

Phone Number: _____ Fax Number: _____

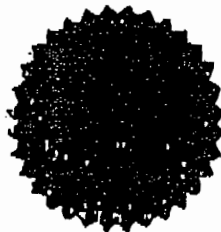
Confidentiality note: The information contained in this facsimile transmission is intended only for the personal and confidential use of the individual(s) or entity(ies) named above, and may include material that is privileged and confidential. Any dissemination, distribution, or copying of this transmittal is strictly prohibited. If you have received this transmittal in error, please notify us immediately by telephone 813-677-9111 and return the original transmittal to us by mail. Thank you.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "CARGILL FERTILIZER, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "MOSAIC FERTILIZER, LLC", THE TWENTY-FIFTH DAY OF OCTOBER, A.D. 2004, AT 1:34 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3801689 8320

AUTHENTICATION: 3431968

040767535

DATE: 10-25-04

OCT. 29. 2004 10:35AM

CARGILL INC

NO. 913 P. 3

Best Available Copy

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:34 PM 10/25/2004
FILED 01:34 PM 10/25/2004
SRV 040767535 - 3801689 FILE

CERTIFICATE OF AMENDMENT

OF

Cargill Fertilizer, LLC

1. The name of the limited liability company is Cargill Fertilizer, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article 1 of the Certificate of Formation is hereby amended in its entirety to read as follows:

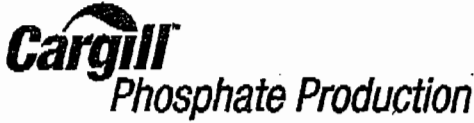
1. The name of the limited liability company is Mosaic Fertilizer, LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Cargill Fertilizer, LLC this 25 day of October, 2004

Cargill Fertilizer, Inc.



Corinne D. Ricard, Senior Vice President



Fax Cover Sheet

To <i>Bruce Mitchell</i>	From <i>Margo Valente, Paralegal</i>
Company <i>FDEP</i>	Date / Time <i>July: Lardner</i>
Fax <i>850-921-9533</i>	Fax
Phone <i>7</i>	Phone <i>813-679-8256</i>

Number of pages including this sheet _____

Comments:

Florida Corporate Record Website Shows Cargill Fertilizer LLC became Mosaic Fertilizers LLC on 10/28/04 RC

Pat - Attached please find a copy of the Amendment to the Certificate of Incorporation changing the name of the company to Mosaic Fertilizer, LLC.

Everything pertaining to this company is exactly the same. The only change is the name.

Please call me if you have any questions. Thanks, Margo

If you do not receive all pages faxed or any pages are illegible, please call: _____

Phone Number: _____ Fax Number: _____

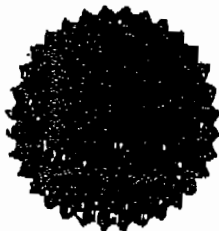
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Delaware

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Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3801689 8320

040767535

AUTHENTICATION: 3431968

DATE: 10-25-04

BEST AVAILABLE COPY

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:34 PM 10/25/2004
FILED 01:34 PM 10/25/2004
SRV 040767535 - 3801689 FILE

CERTIFICATE OF AMENDMENT

OF

Cargill Fertilizer, LLC

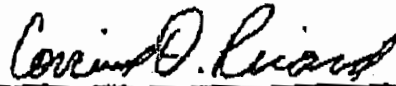
- 1. The name of the limited liability company is Cargill Fertilizer, LLC.
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Article 1 of the Certificate of Formation is hereby amended in its entirety to read as follows:

- 1. The name of the limited liability company is Mosaic Fertilizer, LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Cargill Fertilizer, LLC this 25 day of October, 2004

Cargill Fertilizer, Inc.



Corinne D. Ricard, Senior Vice President



SENT BY FACSIMILE AND CERTIFIED
MAIL: 7002 2410 0003 5281 0740

October 19, 2004

Trina L. Vielhauer, Chief
Bureau of Air Regulation
Department of Environmental Protection
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, FL 32399-2400

RECEIVED
NOV 01 2004
BUREAU OF AIR REGULATION

Re: Application(s) for Transfer of Air Permits
Air Construction, Operation and Title V Permits

Dear Ms. Vielhauer:

In your letter of August 27, 2004, you requested additional information regarding the CONTRIBUTIONS, ASSIGNMENT, AND ASSUMPTION AGREEMENT (the "Agreement"); in which Cargill Fertilizer, Inc. transferred substantially all of its remaining assets into Cargill Fertilizer, LLC. You specifically inquired what activities were excluded from the transfer and whether any of the businesses related to those activities held DEP permits:

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Please call Jim Voyles of the Cargill Law Department at 952-742-2589 or me at 813-671-6158 if you have any additional questions.

Sincerely,

E.O. "Ozzie" Morris
Vice President



Mosaic Fertilizer, LLC
8813 U.S. Highway 41, South
Riverview, FL 33569
www.mosaicco.com

Tel 813-677-9111
Fax 813-671-6149

November 8, 2004

RECEIVED

NOV 12 2004

BUREAU OF AIR REGULATION

CERTIFIED MAIL: 7002 2410 0003 5281 1174

Trina L. Vielhauer, Chief
Bureau of Air Regulation
Department of Environmental Protection
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Re: Notification of Name Change
DEP File No. 1050053-036-AC

Dear Ms. Vielhauer:

Pursuant to 62-210.360 of the Florida Administrative Code, please be advised that the name Cargill Fertilizer, LLC has been changed to Mosaic Fertilizer, LLC effective as of October 25, 2004. A copy of the state filing is enclosed in order for you to update your records accordingly.

If you have any questions or need any additional information, please do not hesitate to contact David B. Jellerson, Environmental Manager at 813-671-6297 or Ms. Dee Hurst at 813-671-6163.

Sincerely,

E.O. "Ozzie" Morris
Vice President

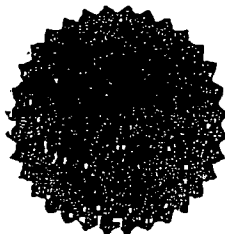
Enclosure:
Delaware Secretary of State Filing

Delaware

PAGE 1

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Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3801689 8320

040767535

AUTHENTICATION: 3431968

DATE: 10-25-04

Best Available Copy

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:34 PM 10/25/2004
FILED 01:34 PM 10/25/2004
SRV 040767535 - 3801689 FILE

CERTIFICATE OF AMENDMENT

OF

Cargill Fertilizer, LLC

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Cargill Fertilizer, Inc.


Corinne D. Riard, Senior Vice President



Mosaic Fertilizer, LLC
8813 U.S. Highway 41, South
Riverview, FL 33569
www.mosaicco.com

Tel 813-677-9111
Fax 813-671-6149

October 29, 2004

CERTIFIED MAIL: 7002 2410 0003 5281 0689

RECEIVED

NOV 01 2004

BUREAU OF AIR REGULATION

Trina L. Vielhauer, Chief
Bureau of Air Regulation
Department of Environmental Protection
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Re: Notification of Name Change

Dear Ms. Vielhauer:

Pursuant to 62-210.360 of the Florida Administrative Code, please be advised that the name Cargill Fertilizer, LLC has been changed to Mosaic Fertilizer, LLC effective as of October 25, 2004. A copy of the state filing and a complete list of our current air permits are enclosed in order for you to update your records accordingly.

If you have any questions or need any additional information, please do not hesitate to contact David B. Jellerson, Environmental Manager at 813-671-6297 or Ms. Dee Hurst at 813-671-6163.

Sincerely,

E.O. "Ozzie" Morris
Vice President

Enclosure:

Delaware Secretary of State Filing
Air Permit List

Department of Environmental Protection
Air Permits

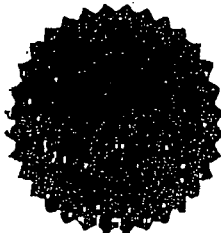
	Permit #	Facility	Permit Type	Form
1	0570008-040-AV	Riverview	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
2	1050046-016-AV	Bartow	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
3	1050048-003-AV	Mulberry	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
4	1050053-012-AV	Green Bay	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
5	0570008-030-AC	Riverview	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
6	0570008-036-AC; PSD-FL-315	Riverview	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
7	0570008-043-AC	Riverview	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
8	0570008-044-AC, PSD-FL-336	Riverview	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
9	1050046-015-AC	Bartow	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
10	1050046-017-AC	Bartow	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
11	1050053-034-AC	Green Bay	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
12	1050053-035-AC	Green Bay	Air Construction	DEP Forms 62-1.201(1) and 62-210.900(7)
13	1050252-004-AO	South Ft. Meade	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)

Delaware

PAGE 1

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Harriet Smith Windsor
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Division of Corporations
Delivered 01:34 PM 10/25/2004
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CERTIFICATE OF AMENDMENT

OF

Cargill Fertilizer, LLC

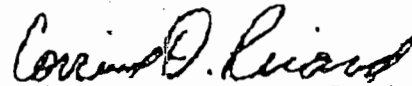
1. The name of the limited liability company is Cargill Fertilizer, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article 1 of the Certificate of Formation is hereby amended in its entirety to read as follows:

1. The name of the limited liability company is Mosaic Fertilizer, LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Cargill Fertilizer, LLC this 25 day of October, 2004

Cargill Fertilizer, Inc.



Corrine D. Ricard, Senior Vice President