

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF ADMINISTRATIVELY CORRECTED TITLE V AIR OPERATION PERMIT

In the Matter of a Request for Administrative Correction:

E. O. "Ozzie" Morris	Project No.: 1050046-019-AV
VP, RO and Authorized Representative	Administrative Correction to Permit No.: 1050046-016-AV
Mosaic Fertilizer, LLC 8813 Highway 41 South Riverview, Florida 33569	Bartow Facility Polk County

Enclosed is an ADMINISTRATIVELY CORRECTED Title V Air Operation Permit, Project No. 1050046-019-AV, for the transfer of ownership from Cargill Fertilizer, Inc., to Mosaic Fertilizer, LLC, for the affected facility located in Polk County. This correction is issued pursuant to Rule 62-210.360, Florida Administrative Code (F.A.C.), and Chapter 403, Florida Statutes (F.S.). This change is made at the applicant's request (included a processing fee of \$50.00, which is being returned) received May 28, 2004; and, supplemental information received July 28, August 29, October 20 and October 29, 2004. This corrective action does not alter the effective dates of the existing permit.

The Department of Environmental Protection (Department) will consider the above-noted action final unless a timely petition for an administrative hearing is filed pursuant to Sections 120.569 and 120.57, F.S. Mediation under Section 120.573, F.S., will not be available for this proposed action.

A person whose substantial interests are affected by the proposed permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Department's Office of General Counsel, MS #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (Telephone: 850/488-9314, Fax: 850/487-4938). Petitions filed by the permit applicant or any of the parties listed below must be filed within 14 (fourteen) days of receipt of this notice. Petitions filed by any other person must be filed within 14 (fourteen) days of receipt of this proposed action. A petitioner must mail a copy of the petition to the applicant at the address indicated above, at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention will be only at the approval of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of how and when each petitioner received notice of the agency action or proposed action;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and,
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts upon which the permitting authority's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the permitting authority's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the permitting authority on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to the above, a person subject to regulation has a right to apply to the Department for a variance from or waiver of the requirements of particular rules, on certain conditions, under Section 120.542, F.S. The relief provided by this state statute applies only to state rules, not statutes, and not to any federal regulatory requirements. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have in relation to the action proposed in this notice.

The application for a variance or waiver is made by filing a petition with the Office of General Counsel of the Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station #35, Tallahassee, Florida 32399-3000. The petition must specify the following information:

- (a) The name, address, and telephone number of the petitioner;

ADMINISTRATIVE CORRECTION

Mosaic Fertilizer, LLC

Bartow Facility

Polk County

Project No.: 1050046-019-AV

Administrative Correction to Title V Air Operation Permit No.: 1050046-016-AV

Page 2 of 3

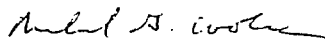
- (b) The name, address, and telephone number of the attorney or qualified representative of the petitioner, if any;
- (c) Each rule or portion of a rule from which a variance or waiver is requested;
- (d) The citation to the statute underlying (implemented by) the rule identified in (c) above;
- (e) The type of action requested;
- (f) The specific facts that would justify a variance or waiver for the petitioner;
- (g) The reason why the variance or waiver would serve the purposes of the underlying statute (implemented by the rule); and,
- (h) A statement whether the variance or waiver is permanent or temporary and, if temporary, a statement of the dates showing the duration of the variance or waiver requested.

The Department will grant a variance or waiver when the petition demonstrates both that the application of the rule would create a substantial hardship or violate principles of fairness, as each of those terms is defined in Section 120.542(2), F.S., and that the purpose of the underlying statute will be or has been achieved by other means by the petitioner.

Persons subject to regulation pursuant to any federally delegated or approved air program should be aware that Florida is specifically not authorized to issue variances or waivers from any requirements of any such federally delegated or approved program. The requirements of the program remain fully enforceable by the Administrator of the United States Environmental Protection Agency and by any person under the Clean Air Act unless and until the Administrator separately approves any variance or waiver in accordance with the procedures of the federal program.

Any party to this order (permit) has the right to seek judicial review of it under Section 120.68, F.S., by the filing of a Notice of Appeal, under Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station #35, Tallahassee, Florida, 32399-3000; and, by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within thirty days from the date this notice is filed with the Clerk of the permitting authority.

Executed in Tallahassee, Florida.



Michael G. Cooke, Director
Division of Air Resource Management

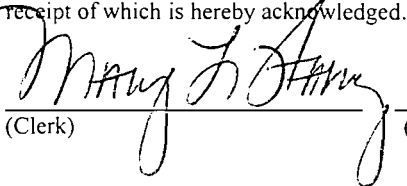
CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this NOTICE OF ADMINISTRATIVELY CORRECTED PERMIT (including the corrected page(s)) was sent by certified mail (*) and copies were mailed by U.S. Mail before the close of business on 11/16/04 to the person(s) listed or as otherwise noted:

E. O. "Ozzie" Morris*, VP, RO and Authorized Representative, Mosaic Fertilizer, LLC, 8813 Highway 41 South, Riverview, FL 33569
Jason Waters, FDEP – SWD
David B. Jellerson, P.E., 8813 Highway 41 South, Riverview, FL 33569-4865

Clerk Stamp

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

 11/16/04
(Clerk) (Date)

ADMINISTRATIVE CORRECTION

Mosaic Fertilizer, LLC

Bartow Facility

Polk County

Project No.: 1050046-019-AV

Administrative Correction to Title V Air Operation Permit No.: 1050046-016-AV

Page 3 of 3

1. Transfer of ownership change: Title V Air Operation Permit No.: 1050046-016-AV

FROM: Cargill Fertilizer, Inc., Bartow Facility
Polk County

TO: Mosaic Fertilizer, LLC, Bartow Facility
Polk County



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,

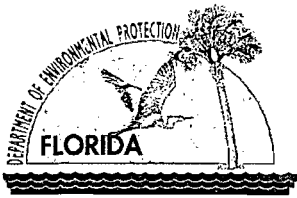
E.O. "Ozzie" Morris
Vice President

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. 1050046-016-AV Date Issued 10/06/98 Date Expires _____

NOTIFICATION OF SALE OR LEGAL TRANSFER

Source Name: Title V Air Operation Permit County: Polk

Source Location: 3200 Highway 60 West City: Bartow

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 Edgar O. Morris
Signature of Permittee

County, Florida

this 25th day of MAY 2004 Title

Adelia M. Hurst
Notary Public

My Commission expires: September 20, 2006

Source Name: Title V Air Operation Permit

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

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

Telephone (813) 671-6158

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

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

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. 1050046-016-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 Edgar O. Morris
Signature of Applicant*

County, Florida

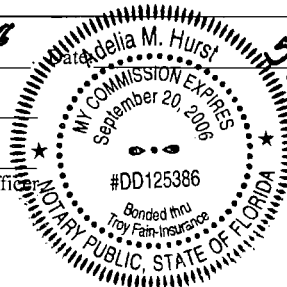
this 25th day of MAY 2004

Adelia M. Hurst
Notary Public

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





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.: 1050046-019-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.

By: *Edgar O. Morris*

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

CARGILL FERTILIZER, LLC

By: *Edgar O. Morris*

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



Department of Environmental Protection

Division of Air Resources Management

APPLICATION FOR TRANSFER OF AIR PERMIT

☒ Title V Permit No.*: 1050046-016-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.: 1050046

Site Name:
Cargill Fertilizer, Inc. Bartow Facility

County: Polk

Street Address or Other Locator:
3200 Highway 60 West

City:
Bartow

Zip Code: 33830

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

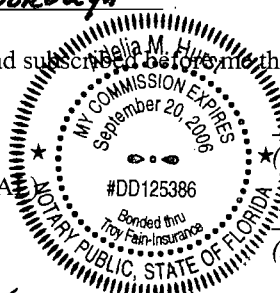
Date: 5/25/04

STATE OF FLORIDA

COUNTY OF Hillsborough

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

(NOTARY SEAL)



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

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

Personally Known ☒ OR 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: Bartow Facility	County: Polk

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

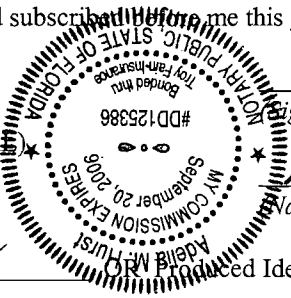
City: Riverview Zip Code: 33569

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.

(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 _____

* 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

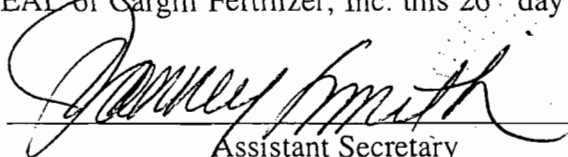
Phone: 813-671-6163
Fax: 813-671-6149

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;
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- licenses;
- computer hardware and software;
- furniture, furnishings and fixtures;
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- labor and collective bargaining agreements;
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FOLEY & LARDNER LLP
ATTORNEYS AT LAW100 NORTH TAMPA STREET, SUITE 2700
TAMPA, FL 33602-5810
P.O. BOX 3391
TAMPA, FL 33601-3391
TELEPHONE: 813.229.2300
FACSIMILE: 813.221.4210
WWW.FOLEY.COM

FACSIMILE TRANSMISSION

Total # of Pages 24 (including this page)

TO:	PHONE #:	FAX #:
Bruce Mitchell Department of Environmental Protection	850-413-9198	850-921-9533

From : Margo T. Valenti, Paralegal
Email Address : mvalenti@foley.com
Sender's Direct Dial : 813.225.4110
Date : September 28, 2004
Client/Matter No : 024139-0116
User ID No : 2582

MESSAGE:

Attached please find a Statement of Compliance – Title V Source for each facility. If you have any questions or need additional information, please do not hesitate to give me a call.

If there are any problems with this transmission or if you have not received all of the pages, please call 813.229.2300.

Operator:	Time Sent:	Return Original To: Margo T. Valenti
-----------	------------	---

CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.



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)

☐ Annual Requirement ☒ Transfer of Permit ☐ Permanent Facility Shutdown

REPORTING PERIOD*		REPORT DEADLINE**
January	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

Site Name: Bartow Facility Facility ID No. 1050046 County: Polk

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.

STATEMENT OF COMPLIANCE - TITLE V SOURCE

BEST AVAILABLE COPY

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
(Signature of Title V Source Responsible Official)

8-26-04
(Date)

Name: David B. 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).}

**Title V Statement of Compliance
January 1, 2004-May 31, 2004
Cargill Fertilizer - Bartow Facility
Permit No. 1050046-003-AV**

Attachment 1 of 2

1. Emissions unit identification number - #4 SAP-012, #5 SAP-032, #6 SAP-033
2. Specific permit condition number - Title V condition #III, E. 11. No change in certification period.
3. Description of the requirement of the permit condition - References 40 CFR 60.85 requirement for daily span checks for SO₂ CEM's at Sulfuric Acid Plants (40 CFR 60.13(d)).
4. Basis for determination of noncompliance - Review of span check records.
5. Beginning and ending dates of noncompliance - During the period from January 1, 2004 through May 31, 2004 there are no records of span checks for the SO₂ CEM for a total of 3 days at #4 SAP, 4 days at #5 SAP and 3 days at #6 SAP
6. Identification of probable cause of noncompliance and description of corrective action or preventative measures implemented - Probable cause is oversight by the electrician(s) responsible for performing the test on identified dates. Corrective action includes refresher training of the daily requirement for the electrical department. Refresher training completed August 26, 2004.
7. Dates of any reports previously submitted identifying this incident of noncompliance - None

BEST AVAILABLE COPY

**Title V Statement of Compliance
January 1, 2004–May 31, 2004
Cargill Fertilizer – Bartow Facility
Permit No. 1050046-003-AV**

Attachment 2 of 2

8. Emissions unit identification number – 001, #3 Fertilizer Plant
9. Specific permit condition number – Title V condition III, A. 15. or Construction Permit No. 1050046-008-AC Condition 13. No change in certification period.
10. Description of the requirement of the permit condition – Requires daily record of equivalent P2O5 feed.
11. Basis for determination of noncompliance – Review of production records.
12. Beginning and ending dates of noncompliance – On February 20, 2004, March 2, 2004, March 29, 2004 and April 7, 2004 there was no laboratory analysis for P2O5 performed on feed acid to the #3 Fertilizer Plant.
13. Identification of probable cause of noncompliance and description of corrective action or preventative measures implemented – The #3 Fertilizer Plant was down for approximately half of the day on these dates. Operators likely did not collect acid samples for the lab on their regular rounds due to the down time. However, due to the lower production on those dates and based on dry tons produced, it is not possible that the daily production would have exceeded the permitted limit for P2O5 input. Corrective action includes refresher training for operations personnel of the daily analysis requirement in order to properly calculate total P2O5 input regardless of hours operated.
14. Dates of any reports previously submitted identifying this incident of noncompliance – None



Phosphate Production

Fax Cover Sheet

To	Bruce Mitchell	From	Margo Valenti
Company	Chloride DEP	Date / Time	10/20/04
Fax	858-921-9533	Fax	813-672-6448 (office)
Phone	858-413-9198	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. Valhauer regarding the last remaining outstanding item. Once you have had an opportunity to look it over, please give me a call.

Thanks,

Margo Valenti, Paralegal
Tolay Hardner

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

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
Bum

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,

E.O. Morris

E.O. "Ozzie" Morris
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

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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,

A handwritten signature in black ink that reads "E.O. Morris".

E.O. "Ozzie" Morris
Vice President



Phosphate Production

Fax Cover Sheet

To	Bruce Mitchell	From	Margo Valente, Paralygal
Company	FDCP	Date / Time	July: Lardner
Fax	850-921-9533	Fax	
Phone	7	Phone	813-679-8256

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 Mosare 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: _____

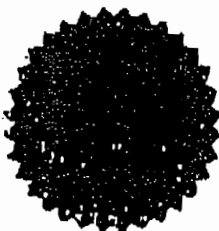
Confidentiality note: The information contained in this facsimile transmission is intended only for the personal and confidential use of the individual(s) or entity(ies) named above, and may include material that is privileged and confidential. Any dissemination, distribution, or copying of this transmittal 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

040767535

AUTHENTICATION: 3431968

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

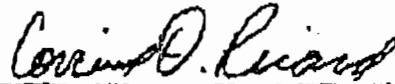
1. The name of the limited liability company is Cargill Fertilizer, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

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



Phosphate Production

Fax Cover Sheet

To	Bruce Mitchell	From	Wargo Valente, Paralegal
Company	FDEP	Date / Time	July: Laidner
Fax	850-921-9533	Fax	
Phone	7	Phone	813-679-8256

Number of pages including this sheet _____

Comments:

Florida Corporate Record Website
Shows Cargill Fertilizer LLC
became Mosiac Fertilizers LLC
on 10/28/04 RC
Attached please find a copy of the Amendment
on the Certificate of Incorporation changing the
name of the company to Mosiac 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,
Wargo

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

Phone Number: _____ Fax Number: _____

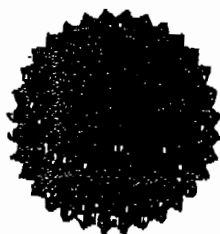
Confidentiality note: The information contained in this facsimile transmission is intended only for the personal and confidential use of the individual(s) or entity(ies) named above, and may include material that is privileged and confidential. Any dissemination, distribution, or copying of this transmittal 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

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Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3801689 8320

AUTHENTICATION: 3431968

040767535

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. 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

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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.

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,

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

October 29, 2004

CERTIFIED MAIL: 7002 2410 0003 5281 0689

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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

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

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

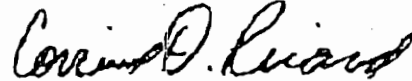
1. The name of the limited liability company is Cargill Fertilizer, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

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.



Corrine D. Ricard, Senior Vice President