



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

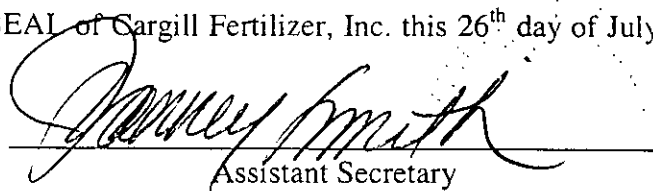
Phone: 813-671-6163
Fax: 813-671-6149

**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..