



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. : 1050048-004-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*  
Print Name: E. O. "Ozzie" Morris  
Title: Vice President

By: *Edgar O. Morris*  
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,

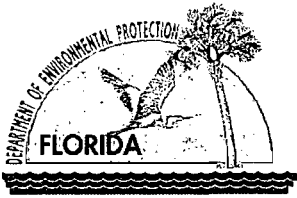
E.O. "Ozzie" Morris  
Vice President

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. 1050048-003-AV Date Issued 12/13/99 Date Expires 12/13/2004

### NOTIFICATION OF SALE OR LEGAL TRANSFER

Source Name: Cargill Mulberry Facility County: Polk

Source Location: 4000 Hwy 60 East City: Mulberry

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

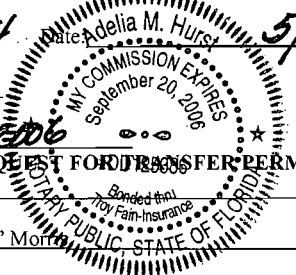
Mailing Address: 8813 U.S. Highway 41 South

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, this 25<sup>th</sup> day of May, 2004.  
Signature of Permittee: Edgar O. Morris  
Title: Vice President

Notary Public: Adelia M. Hurst  
My Commission expires: September 20, 2006  
Date: 5/25/04



Source Name: Cargill Mulberry Facility

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.

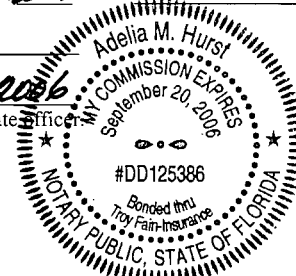
Mailing Address: 8813 Highway 41 South

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. 1050048-003-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.

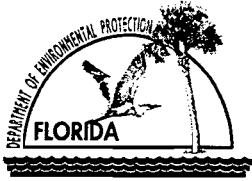
Sworn to and subscribed before me at Hillsborough County, Florida, this 25<sup>th</sup> day of May, 2004.  
Signature of Applicant: Edgar O. Morris

Notary Public: Adelia M. Hurst  
My Commission expires: September 20, 2006  
Date: 5/25/04



\*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.\*: 1050048-003-AV

Non-Title V Permit No(s): \_\_\_\_\_

#### Notification of Sale or Legal Transfer

Facility Owner/Company Name ( <i>As Currently Permitted</i> ): Cargill Fertilizer, Inc.	Facility ID No.: 1050048
Site Name: Cargill Mulberry Facility	County: Polk
Street Address or Other Locator: 4000 SR 60 East	
City: Mulberry	Zip Code: 33860

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.

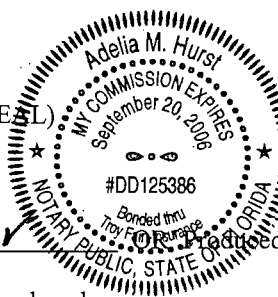
E. O. Morris  
(Signature)

Name: E. O. "Ozzie" Morris

Title: Vice President Date: 5/20/04

STATE OF FLORIDA  
COUNTY OF Hillsborough

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

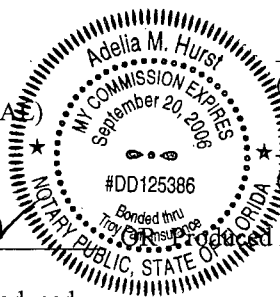
(NOTARY SEAL)  Adelia M. Hurst  
(Signature of Notary Public - State of Florida)  
Adelia M. Hurst  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ or \_\_\_\_\_  
Identified 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: Mulberry Facility	County: Polk
<p>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.</p>	
<p style="text-align: center;"><u>E.O. Morris</u> _____ (Signature)</p>	
Name: <u>E.O. "Ozzie" Morris</u>	
Title: <u>Vice President</u>	Date: <u>5/20/04</u>
Mailing Address: <u>8813 Highway 41 South</u>	
City: <u>Riverview</u>	Zip Code: <u>33569-4865</u>
Telephone No: <u>813-671-6158</u>	Fax No.: <u>813-671-6149</u>
Effective Date of Sale or Legal Transfer: <u>5/31/04</u> <i>(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.)</i>	
<p>STATE OF FLORIDA COUNTY OF <u>Hillsborough</u></p> <p>Sworn to (or affirmed) and subscribed before me this <u>25<sup>th</sup></u> day of <u>May</u> 20<u>04</u>.</p> <p style="text-align: center;">    <u>Adelia M. Hurst</u>          (Signature of Notary Public - State of Florida)  <u>Adelia M. Hurst</u>          Name of Notary Typed, Printed, or Stamped)       </p> <p>Personally Known <input checked="" type="checkbox"/> Produced Identification _____</p> <p>Type of Identification Produced _____</p>	

\* 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

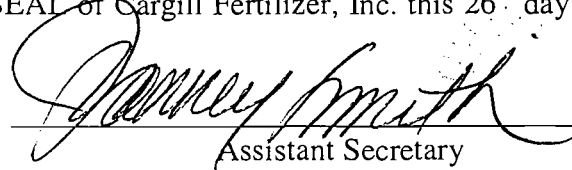


**Cargill Fertilizer, Inc.  
8813 Highway 41 South  
Riverview, FL 33569**

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 26<sup>th</sup> 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 26<sup>th</sup> 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

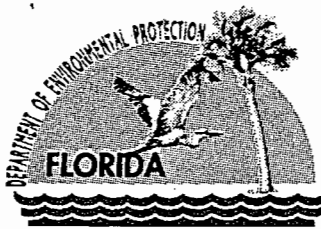
(349841)

## 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), 2<sup>nd</sup> 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. Egan  
Its V. President

CARGILL FERTILIZER, LLC

By John M. Egan  
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..



**FOLEY & LARDNER LLP  
ATTORNEYS AT LAW**

100 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
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**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.**

BEST AVAILABLE COPY



# CARGILL FERTILIZER, INC.

P.O. Box 9002 • Bartow, Florida 33831 • Telephone 813-534-9910 • FAX 863-534-9680

August 26, 2004

Certified Mail 7099 3220 0007 3016 8963

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

To Whom It May Concern:

RE: Statement of Compliance for Transfer of Title V and Air Construction Permits  
Cargill Fertilizer, LLC  
Bartow and Mulberry Facilities

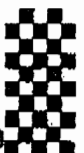
Enclosed please find Statement of Compliance reports for Cargill Fertilizer's Bartow (Permit No. 1050046) and Mulberry (Permit No. 1050048) facilities for the time period from January 1, 2004 through May 31, 2004. These reports also constitute compliance with Appendix TV-1, Title V Conditions for the submittal of a semi-annual monitoring report for these facilities. The reports are being submitted as part of the requested information for the transfer of the referenced permits from Cargill Fertilizer, Inc. to Cargill Fertilizer, LLC.

If you have any questions concerning these reports please call me at (863) 534-9615.

Sincerely,

Debra R. Waters  
Environmental Superintendent

cc: David Jellerson - Cargill  
Carey Macconnell - Cargill  
US Environmental Protection Agency - Region 4, Air Pesticides & Toxics  
Management Division, Air & EPCRA Enforcement Section, 61 Forsyth St.,  
Atlanta, GA 30303 CERTIFIED MAIL: 7099 3220 0007 3016 8960  
Files 60-04-07, M60-02-06





# 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: Mulberry Facility      Facility ID No. 1050048      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

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 – Mulberry Facility  
Permit No. 1058048-001-AV**

**Attachment 1 of 2**

1. Emissions unit identification number – #3 SAP-002
2. Specific permit condition number – Title V III. A. 9. (b) No change in certification period.
3. Description of the requirement of the permit condition – References 40 CFR 60.13 requirement for daily span checks for SO<sub>2</sub> CEM at the Sulfuric Acid Plant.
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 were a total of 18 days for which there are no records to indicate that the span for the SO<sub>2</sub> CEM was verified
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 and operations. Refresher training completed August 26, 2004.
7. Dates of any reports previously submitted identifying this incident of noncompliance – None



**Title V Statement of Compliance  
January 1, 2004–May 31, 2004  
Cargill Fertilizer – Mulberry Facility  
Permit No. 1050048-001-AV**

**Attachment 2 of 2**

Emissions unit identification number – 009, Auxiliary Process Steam Boiler

1. Specific permit condition number – Title V III. D. 6. No change in this condition during the certification period.
2. Description of the requirement of the permit condition – Establishes requirement for visual emission test waiver letter to be submitted to the DEP if the boiler operated on fuel oil for <400 hours in the previous 12 months.
3. Basis for determination of noncompliance – Review of emissions unit records for this condition.
4. Beginning and ending dates of noncompliance – Waiver letter should have been submitted in February 2004 in order to remain current with the annual requirement.
5. Identification of probable cause of noncompliance and description of corrective action or preventative measures implemented – Probable cause is oversight of the requirement. Corrective action includes submittal of waiver letter on August 26, 2004 and addition of this condition to in-house tickler system for future notifications prior to due date.
6. Dates of any reports previously submitted identifying this incident of noncompliance – None



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 <u>2</u>	

## Comments:

Bruce,

Attached is a copy of the letter we are sending to Ms. Yelkauer 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 & 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

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 black ink 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  
Bum

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



### 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: \_\_\_\_\_

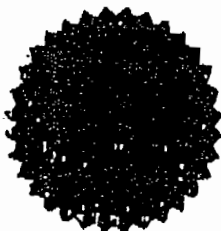
**Confidentiality note:** The information contained in this facsimile transmission is intended only for the personal and confidential use of the individual(s) or entity(ies) named above, and may include material that is privileged and confidential. Any dissemination, distribution, or copying of this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

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**

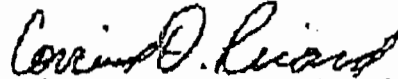
1. The name of the limited liability company is Cargill Fertilizer, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

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	Margo Valente, Paralygal
Company	FDEP	Date / Time	Friday: Lardner
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  
 Pat - became Mosiac Fertilizers LLC  
 on 10/28/04 RC  
 Attached please find a copy of the Amendment  
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 name of the company to Mosiac Fertilizer, LLC.  
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 the same. The only change is the name.

Please call me if you have any questions. Thanks,  
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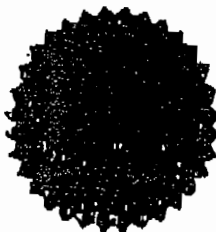


# Delaware

PAGE 1

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*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3801689 8320

040767535

AUTHENTICATION: 3431968

DATE: 10-25-04

OCT. 29. 2004 10:35AM

CARGILL INC

Best Available Copy

NO. 913 P. 3

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

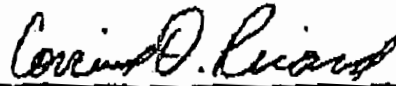
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1. The name of the limited liability company is Mosaic Fertilizer, LLC

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Cargill Fertilizer, Inc.



Corine D. Ricard, Senior Vice President