



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.: 1050053-038-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



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,

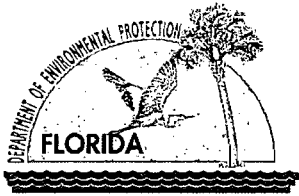
E.O. "Ozzie" Morris  
Vice President

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. 1050053-012-AV Date Issued 12/28/99 Date Expires 12/28/04

### NOTIFICATION OF SALE OR LEGAL TRANSFER

Source Name: Green Bay Plant County: Polk

Source Location: 4390 CR 640 West City: Bartow

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

Mailing Address: 4390 CR 640 West

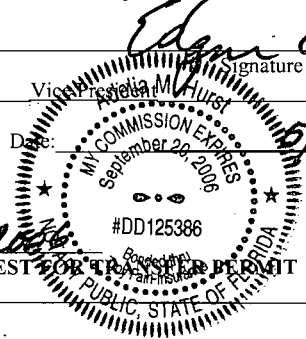
Bartow, FL 33830

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 Signature of Permittee Edgar O. Morris  
County, Florida Title

this 25<sup>th</sup> day of May 19 2004 Date: 5/25/04

Adelia M. Hurst Notary Public  
My Commission expires: September 20, 2006



Source Name: Green Bay Plant

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

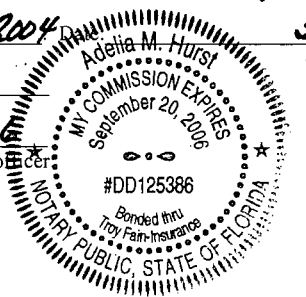
Telephone ( 813 ) 671-6297

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. 1050053-012-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.

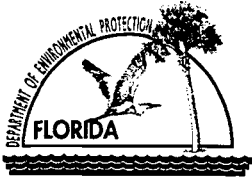
Sworn to and subscribed before me at Hillsborough Signature of Applicant\* Edgar O. Morris  
County, Florida

this 25<sup>th</sup> day of May 19 2004

Adelia M. Hurst Notary Public  
My Commission expires: September 20, 2006



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



# Department of Environmental Protection

## Division of Air Resources Management

### APPLICATION FOR TRANSFER OF AIR PERMIT

<input checked="" type="checkbox"/> Title V Permit No.*:	<u>1050053-012-AV</u>
<input type="checkbox"/> 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.: 1050053
Site Name: Green Bay Plant	County: Polk
Street Address or Other Locator: 4390 CR 640 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.

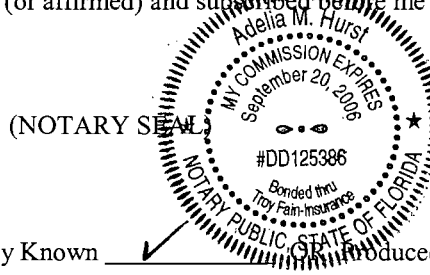
E.O. Morris  
(Signature)

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 25<sup>th</sup> day of May 2004.



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

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

Personally Known  Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

\* 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:  
Green Bay Plant

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

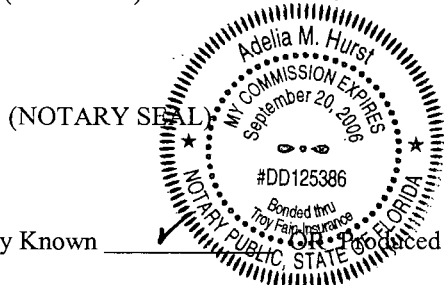
Effective Date of Sale or Legal Transfer: 5/31/04

*(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 25<sup>th</sup> day of May, 2004.

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



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

Personally Known  Not Identified 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

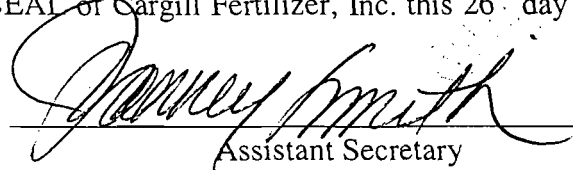


**Cargill Fertilizer, Inc.  
8813 Highway 41 South  
Riverview, FL 33569**

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 26<sup>th</sup> day of July, 2004.

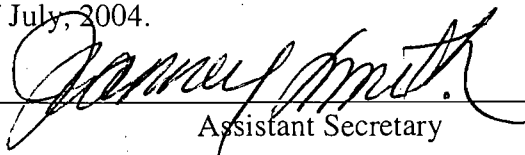
  
Assistant Secretary

**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. 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..



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
-----------	------------	---

**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)

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

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

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

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

Facility Owner/Company Name: Cargill Fertilizer, Inc.

Site Name: Green Bay Facility Facility ID No. 1050053 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.

X 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 requirements 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. Jellison

(Signature of Title V Source Responsible Official)

8-26-04

(Date)

Name: David B. Jellison

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).)

**Cargill Fertilizer, Green Bay Facility  
Title V Annual Statement of Compliance  
January 1, 2004 through May 31, 2004  
Attachment 1 of 8**

1. Emissions unit identification number: 007
2. Specific permit condition number: III.D.17
3. Description of the requirement of the permit condition: Parametric Monitoring Record keeping requirements
4. Basis for determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e. recorded at least every 15 minutes, or intermittent): The monitoring system did not permanently record the continuous measurements of one or more scrubber parameters. Data was manually recorded intermittently throughout the day, however, the 15-minute block averages were not permanently recorded on a continuous basis.
5. Beginning and ending dates of periods of noncompliance: February 25, 2004 through February 29, 2004 and March 24, 2004 through March 31, 2004.
6. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented: The electronic data became corrupted and improper backup procedures exacerbated the problem. This network has been totally restructured, with daily redundant backups.
7. Dates of any reports previously submitted identifying this incident of noncompliance: July 30, 2004 in the Monitoring Report.

**Cargill Fertilizer, Green Bay Facility  
Title V Annual Statement of Compliance  
Attachment 2 of 8**

1. Emissions unit identification number: 0016
2. Specific permit condition number: III.H.9.
3. Description of the requirement of the permit condition: Scrubber parameter limits
4. Basis for determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e. recorded at least every 15 minutes, or intermittent): The scrubber parameter for liquid flow to the scrubber was below the minimum, although pressure drop and fan amps were in normal operating range.
5. Beginning and ending dates of periods of noncompliance: February 19, 2004.
6. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented: Operator increased flow to the scrubber.
7. Dates of any reports previously submitted identifying this incident of noncompliance: July 30, 2004 in the Monitoring Report.



**Cargill Fertilizer, Green Bay Facility**  
**Title V Annual Statement of Compliance**  
**Attachment 3 of 8**

1. Emissions unit identification number: 013, 016, & 017
2. Specific permit condition number: III.F.12.; III.F.12.; III.I.12.
3. Description of the requirement of the permit condition: Parametric Monitoring Record keeping requirements
1. Basis for determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e. recorded at least every 15 minutes, or intermittent): The monitoring system did not permanently record the continuous measurements of one or more scrubber parameters. Data was manually recorded intermittently throughout the day; however, the 15-minute block averages were not permanently recorded on a continuous basis.
4. Beginning and ending dates of periods of noncompliance: February 12 & 13, 2004. March 13 (EU 017 only). April 9 (EU017 only). and May 1 & 2, 2004.
5. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented: The electronic data became corrupted and improper backup procedures exacerbated the problem. This network has been totally restructured, with daily redundant backups.
6. Dates of any reports previously submitted identifying this incident of noncompliance: July 30, 2004 in the Monitoring Report.

**Cargill Fertilizer, Green Bay Facility**  
**Title V Annual Statement of Compliance**  
**Attachment 4 of 8**

1. Emissions unit identification number: 0017
2. Specific permit condition number: III.9.
3. Description of the requirement of the permit condition: Scrubber parameter limits
4. Basis for determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e. recorded at least every 15 minutes, or intermittent): The scrubber parameter for fan amps was below the minimum, although pressure drop and flow were in normal operating range.
5. Beginning and ending dates of periods of noncompliance: January 1 through January 15, 2004 and March 20 & 21, 2004.
6. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented: Operator changed fan settings.
7. Dates of any reports previously submitted identifying this incident of noncompliance: July 30, 2004 in the Monitoring Report.

**Cargill Fertilizer, Green Bay Facility  
Title V Annual Statement of Compliance  
Attachment 5 of 8**

1. Emissions unit identification number: 029
2. Specific permit condition number: IIIM.19
3. Description of the requirement of the permit condition: Scrubber parameter limits
4. Basis for determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e. recorded at least every 15 minutes, or intermittent): A scrubber parameter was beyond its limit.
5. Beginning and ending dates of periods of noncompliance: January 10, 14, 16-21, 26; February 6-8, 13-18, 23, 24; March 24, 31; April 1, 2, 4-7, 10, 11; May 16, 20-23, 2004.
6. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented: The operations unit had the incorrect parameter limit for two parameters (accounting for 31 episodes). Corrective action was to post the correct limits. The other episodes were either incorrect scrubber flow or pressure drop. In these cases the operator adjusted the scrubber operations to be within the limit. In all cases the other scrubbers were in normal operating range.
7. Dates of any reports previously submitted identifying this incident of noncompliance: July 30, 2004 in the Monitoring Report.

**Cargill Fertilizer, Green Bay Facility**  
**Title V Annual Statement of Compliance**  
**Attachment 6 of 8**

1. Emissions unit identification number: 0029
2. Specific permit condition number: III.M.22
3. Description of the requirement of the permit condition: Parametric Monitoring Record keeping requirements
4. Basis for determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e. recorded at least every 15 minutes, or intermittent): The monitoring system did not permanently record the continuous measurements of one or more scrubber parameters. Data was manually recorded intermittently throughout the day; however, the 15-minute block averages were not permanently recorded on a continuous basis.
5. Beginning and ending dates of periods of noncompliance: February 13 through April 21 and May 1&2, 2004
6. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented: The electronic data became corrupted and improper backup procedures exacerbated the problem. This network has been totally restructured, with daily redundant backups.
7. Dates of any reports previously submitted identifying this incident of noncompliance: July 30, 2004 in the Monitoring Report.

**Cargill Fertilizer, Green Bay Facility  
Title V Annual Statement of Compliance  
Attachment 7 of 8**

1. Emissions unit identification number: 020
2. Specific permit condition number: II.23
3. Description of the requirement of the permit condition: Retain records for five years on scrubber operational data.
4. Basis for determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e. recorded at least every 15 minutes, or intermittent): Records review at the end of the period.
5. Beginning and ending dates of periods of noncompliance: January 1, 2004 to January 31 and February 9 to February 18 2004.
6. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented: Log sheets were accidentally discarded during an office renovation. As a result, we are changing the process by inputting the data directly to a computer that is stored on the central computer server for the business that is backed up daily.
7. Dates of any reports previously submitted identifying this incident of noncompliance: This occurrence is being initially submitted in this report.

**Cargill Fertilizer, Green Bay Facility  
Title V Annual Statement of Compliance  
Attachment 8 of 8**

1. Emissions unit identification number: 020
2. Specific permit condition number: 1.9
3. Description of the requirement of the permit condition: Record scrubber operational data every shift.
4. Basis for determination of noncompliance (for monitored parameters, indicate whether monitoring was continuous, i.e. recorded at least every 15 minutes, or intermittent): Records review.
5. Beginning and ending dates of periods of noncompliance: Sixty three days between February 2 and May 31, 2004.
6. Identification of the probable cause of noncompliance and description of corrective action or preventative measures implemented: An operator of a different production unit records the data; however, the requirement was not completely understood and the data was not regularly recorded. In fact, the scrubber was in operation, as well as, dedusting agent (coating oil) was applied to all of the fertilizer that was loaded out during this time period which acted as pollution control. Corrective action was to:
  - a. Have the Storage & Shipping Unit personnel ensure the data is recorded.
  - b. Submit a construction application to utilize dedusting agent (coating oil) as pollution control.
7. Dates of any reports previously submitted identifying this incident of noncompliance: This occurrence is being initially submitted in this report.



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 & Hardman

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, meet, soybeans, grain, etc., that are not related in any manner to the fertilizer business. Additionally, it includes Cargill fertilizer-related businesses outside of Florida that distribute and sell fertilizer but that were not part of Cargill Fertilizer, Inc., previously.

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

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

Sincerely,

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

E.O. "Ozzie" Morris  
Vice President





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

October 19, 2004

10-20-04

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

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

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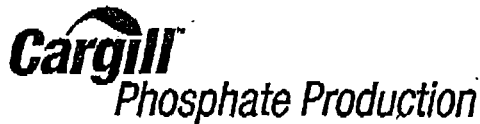
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Please call Jim Voyles of the Cargill Law Department at 952-742-2589 or me at 813-671-6158 if you have any additional questions.

Sincerely,

*E.O. Morris*

E.O. "Ozzie" Morris  
Vice President



## Fax Cover Sheet

To	Bruce Mitchell	From	Margo Valente, Paralegal
Company	FDEP	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 to the Certificate of Incorporation changing the name of the company to Mosaic Fertilizer, LLC.

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

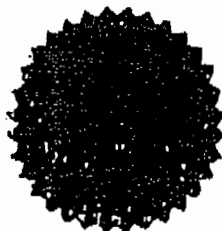
**Confidentiality note:** The information contained in this facsimile transmission is intended only for the personal and confidential use of the individual(s) or entity(ies) named above, and may include material that is privileged and confidential. Any dissemination, distribution, or copying of this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

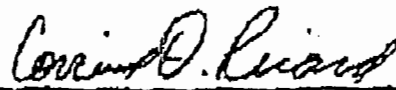
1. The name of the limited liability company is Cargill Fertilizer, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

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

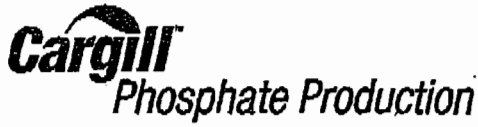
1. The name of the limited liability company is Mosaic Fertilizer, LLC

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



# Fax Cover Sheet

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

Number of pages including this sheet \_\_\_\_\_

Comments: Florida Corporate Record Website shows Cargill Fertilizer LLC became Mosaic Fertilizers LLC on 10/28/04 *RC*

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

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

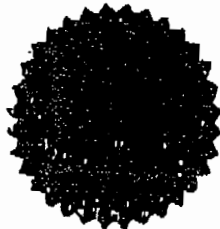
Confidentiality note: The information contained in this facsimile transmission is intended only for the personal and confidential use of the individual(s) or entity(ies) named above, and may include material that is privileged and confidential. Any dissemination, distribution, or copying of this transmittal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

# Delaware

PAGE 1

*The First State*

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



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

3801689 8320

AUTHENTICATION: 3431968

040767535

DATE: 10-25-04

**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



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

October 19, 2004

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

RECEIVED  
NOV 01 2004  
BUREAU OF AIR REGULATION

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

Dear Ms. Vielhauer:

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

The businesses or activities that are excluded from the Agreement are first, all Cargill, Inc., businesses, such as juice, meet, 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

RECEIVED

NOV 01 2004

BUREAU OF AIR REGULATION

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

Re: Notification of Name Change

Dear Ms. Vielhauer:

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

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

Sincerely,

E.O. "Ozzie" Morris  
Vice President

Enclosure:  
Delaware Secretary of State Filing  
Air Permit List

Department of Environmental Protection  
Air Permits

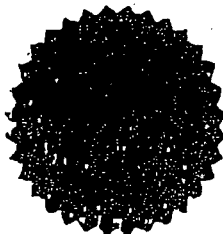
	Permit #	Facility	Permit Type	Form
1	0570008-040-AV	Riverview	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
2	1050046-016-AV	Bartow	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)
3	1050048-003-AV	Mulberry	Air - Title V - Operation	DEP Forms 62-1.201(1) and 62-210.900(7)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

# Delaware

PAGE 1

*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

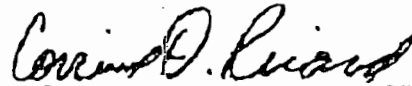
1. The name of the limited liability company is Cargill Fertilizer, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

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

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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. Riard, Senior Vice President



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

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

November 8, 2004

RECEIVED

NOV 12 2004

BUREAU OF AIR REGULATION

CERTIFIED MAIL: 7002 2410 0003 5281 1174

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

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

Dear Ms. Vielhauer:

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

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

Sincerely,

E.O. "Ozzie" Morris  
Vice President

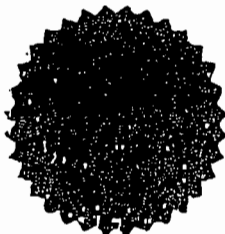
Enclosure:  
Delaware Secretary of State Filing

# Delaware

PAGE 1

*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

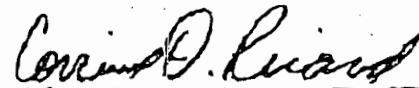
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Cargill Fertilizer, Inc.



Corinne D. Ricard, Senior Vice President