

**TAB
7**

**PERMITTING
AGREEMENTS AND
MERGER DOCUMENTS**



AGREEMENT

Mosaic Fertilizer, LLC, a Delaware limited liability company, whose address is 5000 Old Highway 37 South, Mulberry, FL 33860 ("Mosaic") and the undersigned, V.C. Hollingsworth, Jr, and Betty Jo Hollingsworth, whose address is 3013 NW CR 661-A Arcadia, FL 34266 ("Property Owner") agree to the following:

1. Property Owner hereby authorizes Mosaic, Florida Department of Environmental Protection ("FDEP"), U.S. Army Corp. of Engineers, and its representative to enter upon the Property Owner's real property described in Exhibit A, attached hereto ("Property") for the purpose of doing various tests, investigations and studies (vegetation, wetlands, archaeological, wildlife, surface and ground water quality) regarding the potential extraction of phosphate ore from the Property and the use of the Property for other phosphate mining activities.
2. Mosaic shall indemnify and hold harmless Property Owner from any and all damages which Mosaic may cause to the Property Owner and the Property, as well as damage or injury to study personnel because of Mosaic's activities referred to in Paragraphs 1 and 5 herein.
3. Mosaic shall be responsible for all costs associated with the activities referred to in Paragraphs 1 and 5 herein.
4. Mosaic shall, upon request of Property Owner, furnish Property Owner with photocopies of nonconfidential data and other information it obtains through the activities referred to Paragraph 1 herein.
5. Property Owner hereby acknowledges and consents to the inclusion of the Property in any applications which Mosaic may need to file to permit this land for mining including, but not limited to obtaining an order under the Florida Development of Regional Impact law, obtaining an operating Permit under the DeSoto County Phosphate Mining Regulations, rezoning the Property, inclusion in the FDEP Conceptual Reclamation Plan, and applications for a FDEP and ACOE ERP in connection with Mosaic's Pine Level Mine. The Property Owner further agrees to execute any additional documents required by government agencies with respect to the processing of such applications.

Dated: September 24, 20 09

Witnesses:

Roni T. Hall
Paul Swartz

MOSAIC FERTILIZER, LLC

By: Parker W. Keen

Its: AVP - Land Management

STATE OF FLORIDA
 COUNTY OF Hardee

The foregoing instrument was acknowledged before me this 24th day of September, 2009 by Parker W. Keen, as AVP-Land Mgmt. of Mosaic Fertilizer, LLC, a Delaware limited liability company, subscribed and sworn to before me, who are personally known to me _____ or who have produced their Florida driver's license as identification and who did (did not) take an oath.



Joann Garza
 Notary Public

Dated: August 18, 20 09

Witnesses:

Jamie Willis
 Jamie Willis
Barbara DuBose
 Barbara DuBose
Jamie Willis
 Jamie Willis
Barbara DuBose
 Barbara DuBose

PROPERTY OWNERS:

By: V.C. Hollingsworth Jr.

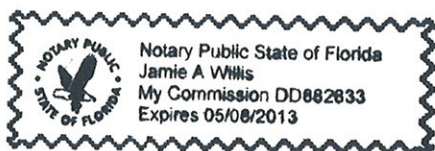
Its : _____

By: Betty Jo Hollingsworth

Its : _____

STATE OF FLORIDA
 COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 18th day of August, 20 09 by V.C. Hollingsworth Jr. and Betty Jo Hollingsworth, described and sworn to before me, who are personally known to me or who have produced their Florida driver's license as identification and who did (did not) take an oath.



Jamie A. Willis
 Notary Public

Keys Tract – Desoto County Properties

V.C. Hollingsworth

Township 36 South, Range 23 East

(Parcel # 323623000000100000)

Section 32: The South 1/2 of Section 32 Township 36 South, Range 23 East, Desoto County, Florida, LESS that part as described in Exhibit “A” in deed from V.C. Hollingsworth, Jr. and others to Dimare Ruskin #2 LLC, dated January 5, 2005 and recorded in OR Book 556 Page 2921, Desoto County, Florida.

(Parcel # 333623000000200000)

Section 33: The South 1/2 of Section 33 Township 36 South, Range 23 East, Desoto County, Florida.

Township 37 South, Range 23 East

(Parcel # 043723000000200000 & Parcel # 043723000000100000)

Section 4: All of Section 4 Township 37 South, Range 23 East, Desoto County, Florida.

(Parcel # 053723000000100000)

Section 5: Section 5 Township 37 South, Range 23 East, Desoto County, Florida, lying north of North of State Road 70, LESS that part as described in Exhibit “A” in deed from V.C. Hollingsworth, Jr. and others to Dimare Ruskin #2 LLC, dated January 5, 2005 and recorded in OR Book 556 Page 2921, Desoto County, Florida.

(Parcel # 083723000000300000)

Section 8: Section 8 Township 37 South, Range 23 East, Desoto County, Florida, lying north of North of State Road 70.

(Parcel # 093723000000300000)

Section 9: Section 9 Township 37 South, Range 23 East, Desoto County, Florida, lying north of North of State Road 70.

AGREEMENT

Mosaic Fertilizer, LLC, a Delaware limited liability company, whose address is 13830 Circa Crossing Drive, Lithia, Florida 33547 (“Mosaic”) and the undersigned, **V.C. Hollingsworth, Jr. as Personal Representative of the Estate of V.C. Hollingsworth**, deceased, whose address is 5389 NW Lily Avenue, Arcadia, FL 34266 (“Property Owner”) agree to the following:

1. Property Owner hereby authorizes Mosaic, consultants retained by Mosaic, Florida Department of Environmental Protection (“FDEP”), U.S. Army Corp. of Engineers, and its representatives to enter upon the Property Owner’s real property described in Exhibit A, attached hereto (“Property”) through December 31, 2020 for the purpose of doing various tests, investigations and studies (vegetation, wetlands, archaeological, wildlife, surface and ground water quality) regarding the potential extraction of phosphate ore from the Property and the use of the Property for other phosphate mining activities.
2. Mosaic shall indemnify and hold harmless Property Owner from any and all damages which Mosaic may cause to the Property Owner and the Property, as well as damage or injury to study personnel because of Mosaic’s activities referred to in Paragraphs 1 and 5 herein; provided, however, that Mosaic shall not hold Property Owner harmless from claims arising out of the negligence or willful malfeasance of Property Owner, its agents or employees, or any person or entity not subject to Mosaic’s supervision or control.
3. Mosaic shall be responsible for all costs associated with the activities referred to in Paragraphs 1 and 5 herein.
4. Mosaic shall, upon request of Property Owner, furnish Property Owner with photocopies of non-confidential data and other information it obtains through the activities referred to Paragraph 1 herein.
5. Property Owner hereby acknowledges and consents to the inclusion of the Property in any applications which Mosaic may need to file to permit this land for mining and if applicable; to amend its mine site plan, to amend its operating Permit under the Desoto County Phosphate Mining Regulation, rezone the Property, include the Property in the FDEP Conceptual Reclamation Plan, and apply for FDEP & ACOE Dredge and Fill Permits, in connection with Mosaic’s proposed mine operations on or affecting the Property. The Property Owner furthermore agrees to execute any additional documents required by government agencies with respect to such applications, amendments, and authorizations.
6. **Neither Mosaic nor the Property Owner, by the execution of this Agreement, is obligated to purchase and sell the Property.**

Dated: June 3, 2015

MOSAIC:

Witnesses:

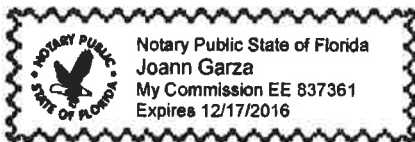
MOSAIC FERTILIZER, LLC

By: Barbara D. Base
Print Name: Barbara D. BaseBy: Ron T. Hall
Ron T. HallBy: V.C. Hollingsworth
Print Name: V.C. Hollingsworth

Its: Manager, Land Management

STATE OF FLORIDA
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 3rd day of June, 2015, by Ron T. Hall, as Manager, Land Management of Mosaic Fertilizer, LLC, a Delaware limited liability company, subscribed and sworn to before me, who are personally known to me ✓ or who have produced their Florida driver's license _____ as identification and who did (did not) take an oath.



Notary Public

Joann Garza
Notary Public

Dated: June 3, 2015

PROPERTY OWNER:

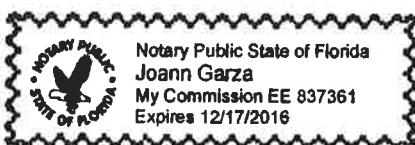
Witnesses:

By: V.C. Hollingsworth
Print Name: V.C. HollingsworthBy: V.C. Hollingsworth, Jr.By: Barbara D. Base
Print Name: Barbara D. Base

V.C. HOLLINGSWORTH, JR. AS
PERSONAL REPRESENTATIVE OF
THE ESTATE OF V.C.
HOLLINGSWORTH, DECEASED

STATE OF FLORIDA
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 3rd day of June, 2015, by **V.C. Hollingsworth, Jr. as Personal Representative of the Estate of V.C. Hollingsworth**, deceased,, described and sworn to before me, who are personally known to me or who have produced their Florida driver's license as identification and who did (did not) take an oath.



Notary Public

Joann Garza
Notary Public

EXHIBIT A
Legal Description

Parcel 1:

Lots 1 thru 6, Block G, Callahan First Addition to Pine Level, lying in Section 2, Township 37 South, Range 23 East, DeSoto County, Florida.

Parcel 2:

Parcel formerly known as Lots 18 thru 34, inclusive, Block A, a subdivision of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 37 South, Range 23 East, as per map or plat recorded in the public records of DeSoto County, Florida (also known as Eckel & Eckel Addition to Pine Level), said plat closed by Resolution recorded in O.R. Book 63, page 257, public records of DeSoto County, Florida.

Parcel 3:

Parcel formerly known as Lots 1 to 16, Block A; Lots 21 and 22, Block J; Lots 1 to 6, Lots 10 to 14, Lots 23 to 30, and Lot 32, Block K; Lots 5 to 8, Lot 13, and Lots 20 to 23, Block L; Lots 1 to 4, Block N; Lots 3 to 8, and Lots 19 to 29, Block O, all being in Eckel and Eckel Addition to Pine Level, being a subdivision of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 37 South, Range 23 East, DeSoto County, said plat being closed by Resolution recorded in O.R. Book 63, page 257, public records of DeSoto County, Florida.

Parcel 4:

Parcel formerly known as Lots 8 through 20, inclusive, Block J, Eckel & Eckel Addition to Pine Level, as per map or plat thereof recorded in the office of the Clerk of Clerk in and for DeSoto County, Florida, Plat Book 4, page 40, said plat being closed by Resolution recorded in O.R. Book 63, page 257, public records of DeSoto County, Florida.

AGREEMENT

Mosaic Fertilizer, LLC, a Delaware limited liability company, whose address is 13830 Circa Crossing Dr., Lithia, FL 33547 ("Mosaic") and the undersigned, VC Hollingsworth, III whose address is 5389 NW Lily Ave ("Property Owner") agree to the following:
Arcadia, FL 34266

1. Property Owner hereby authorizes Mosaic, consultants retained by Mosaic, Florida Department of Environmental Protection ("FDEP"), U.S. Army Corp. of Engineers, and its representatives to enter upon the Property Owner's real property described in Exhibit A, attached hereto ("Property") through December 31, 2020 for the purpose of doing various tests, investigations and studies (vegetation, wetlands, archaeological, wildlife, surface and ground water quality) regarding the potential extraction of phosphate ore from the Property and the use of the Property for other phosphate mining activities.
2. Mosaic shall indemnify and hold harmless Property Owner from any and all damages which Mosaic may cause to the Property Owner and the Property, as well as damage or injury to study personnel because of Mosaic's activities referred to in Paragraphs 1 and 5 herein; provided, however, that Mosaic shall not hold Property Owner harmless from claims arising out of the negligence or willful malfeasance of Property Owner, its agents or employees, or any person or entity not subject to Mosaic's supervision or control..
3. Mosaic shall be responsible for all costs associated with the activities referred to in Paragraphs 1 and 5 herein.
4. Mosaic shall, upon request of Property Owner, furnish Property Owner with photocopies of non-confidential data and other information it obtains through the activities referred to Paragraph 1 herein.
5. Property Owner hereby acknowledges and consents to the inclusion of the Property in any applications which Mosaic may need to file to permit this land for mining and if applicable; to amend its mine site plan, to amend its operating Permit under the Desoto County Phosphate Mining Regulation, rezone the Property, include the Property in the FDEP Conceptual Reclamation Plan, and apply for FDEP & ACOE Dredge and Fill Permits, in connection with Mosaic's proposed mine operations on or affecting the Property. The Property Owner furthermore agrees to execute any additional documents required by government agencies with respect to such applications, amendments, and authorizations.
6. **Neither Mosaic nor the Property Owner, by the execution of this Agreement, is obligated to purchase and sell the Property.**

Dated: 4-12, 2016

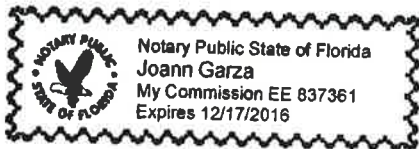
Witnesses:

[Signature]
David B. Bynard

MOSAIC FERTILIZER, LLC

By: Ronnie T. Hall
Ronnie T. HallIts: Sr. Manager, Land ManagementSTATE OF FLORIDA
COUNTY OF Hardee

The foregoing instrument was acknowledged before me this 12th day of April, 2016 by Ronnie T. Hall, as Sr. manager, Land Management of Mosaic Fertilizer, LLC, a Delaware limited liability company, subscribed and sworn to before me, who are personally known to me or who have produced their Florida driver's license as identification and who did (did not) take an oath.



[Signature]
Notary Public

Dated: 03/30, 2016

Witnesses:

[Signature]
Rosa E. Jacobo

PROPERTY OWNER:

By: [Signature]
VC Hollingsworth III

Its: _____

STATE OF FLORIDA
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 30th day of March, 2016 by VC Hollingsworth III, described and sworn to before me, who are personally known to me or who have produced their Florida driver's license as identification and who did (did not) take an oath.

[Signature]
Notary Public



Rosa E. Jacobo
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF921324
Expires 9/23/2019

EXHIBIT A
Legal Description

Parcel 1:

Lots 9 and 10, Block P, Callahan's Second Addition to Pine Level, as per Plat Book 4, page 48 of the Public Records of DeSoto County, Florida, in Section 2, Township 37 South, Range 23 East

FOURTH AMENDMENT AND AGREEMENT UNDER THE PARTNERSHIP AGREEMENT

This Fourth Amendment and Agreement Under the Partnership Agreement (this "Amendment") is dated as of June 26, 2000 by and among (i) IMC Global Operations Inc., a Delaware corporation ("Operations"), (ii) Phosphate Resource Partners Limited Partnership, a Delaware limited partnership ("PLP"), (iii) IMC-Agrico MP, Inc., a Delaware corporation (the "Managing Partner"), and (iv) IMC-Agrico Company, a Delaware general partnership (the "Partnership").

WITNESSETH

WHEREAS, Operations, PLP and the Managing Partner are parties to an Amended and Restated Partnership Agreement dated as of July 1, 1993, as further amended and restated as of May 26, 1995, as further amended by the Amendment and Agreement under the Partnership Agreement dated January 23, 1996, as further amended by the Second Amendment and Agreement under the Partnership Agreement dated January 1, 1997 (as amended, the "Partnership Agreement"), as further amended by the Third Amendment and Agreement under the Partnership Agreement dated August 1, 1997 and as further amended by the Fourth Amendment and Agreement under the Partnership Agreement dated December 22, 1997;

WHEREAS, Operations, PLP, the Managing Partner and the Partnership desire to amend the Partnership Agreement to change the name of the Partnership;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The first sentence of Section 2.02 of the Agreement is hereby amended and replaced in its entirety with the following:

"The Partnership is to be known as "IMC Phosphates Company" or such other name as the Partners shall unanimously decide."

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date first written above.

IMC GLOBAL OPERATIONS INC.

By: Mary Ann Hynes
Name: Mary Ann Hynes
Title: Senior Vice President

PHOSPHATE RESOURCE PARTNERS,
LIMITED PARTNERSHIP, by IMC GLOBAL INC., its
Administrative Managing Partner

By: Mary Ann Hynes
Name: Mary Ann Hynes
Title: Senior Vice President

IMC-AGRICO MP, INC.

By: Mary Ann Hynes
Name: Mary Ann Hynes
Title: Vice President

IMC AGRICO COMPANY

By: IMC-Agrico MP, Inc., its managing general partner

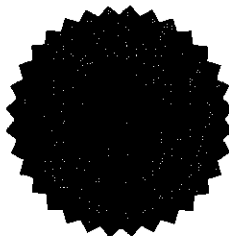
By: Mary Ann Hynes
Name: Mary Ann Hynes
Title: Vice President

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "IMC PHOSPHATES COMPANY", CHANGING ITS NAME FROM "IMC PHOSPHATES COMPANY" TO "MOSAIC PHOSPHATES COMPANY", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2004, AT 6:19 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3493656 8100

AUTHENTICATION: 3430310

040765634

DATE: 10-22-04

**CERTIFICATE OF AMENDMENT
OF
STATEMENT OF PARTNERSHIP EXISTENCE
OF
IMC PHOSPHATES COMPANY**

1. The name of the general partnership is IMC Phosphates Company.
2. The Statement of Partnership Existence is hereby amended as follows:

Article First of the Statement of Partnership Existence is hereby amended to read in its entirety as follows:

“FIRST: The name of the general partnership is Mosaic Phosphates Company (the “Company”).”

IN WITNESS WHEREOF, the undersigned general partners have duly executed this Certificate of Amendment this 22nd day of October, 2004.

IMC GLOBAL OPERATIONS INC.

By: /s/ Robert J. Pence
Name: Robert J. Pence
Title: Assistant Secretary

IMC PHOSPHATES MP INC.

By: /s/ Robert J. Pence
Name: Robert J. Pence
Title: Assistant Secretary

PHOSPHATE ACQUISITION PARTNERS L.P.

By: PRP-GP LLC, as Administrative Managing
General Partner

By: /s/ Robert J. Pence
Name: Robert J. Pence
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:19 PM 10/22/2004
FILED 06:19 PM 10/22/2004
SRV 040765634 - 3493656 FILE

Delaware

PAGE 1

The First State

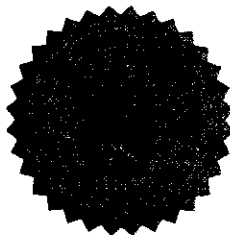
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MOAIC PHOSPHATES COMPANY", A DELAWARE GENERAL PARTNERSHIP, WITH AND INTO "MOAIC FERTILIZER, LLC" UNDER THE NAME OF "MOAIC FERTILIZER, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JULY, A.D. 2005, AT 11:19 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-NINTH DAY OF JULY, A.D. 2005, AT 12:01 O'CLOCK A.M.

3801689 8100M

050626416



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4056836

DATE: 07-29-05

**CERTIFICATE OF MERGER
OF
MOSAIC PHOSPHATES COMPANY
INTO
MOSAIC FERTILIZER, LLC**

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act and Section 15-902 of the Delaware Revised Uniform Partnership Act, the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:

1. The name and jurisdiction of formation or organization of each of the business entities which is to merge are:

<u>Name</u>	<u>Jurisdiction</u>
Mosaic Fertilizer, LLC	Delaware (limited liability company)
Mosaic Phosphates Company	Delaware (general partnership)

2. An agreement of merger has been approved and executed by each of the business entities which is to merge.

3. The name of the surviving limited liability company is: Mosaic Fertilizer, LLC, a Delaware limited liability company.

4. The merger is to become effective on July 29, 2005 at 12:01 p.m. (Eastern Time).

5. The agreement of merger is on file at a place of business of the surviving limited liability company which is located at 3033 Campus Drive, Plymouth, MN 55441.

6. A copy of the agreement of merger will be furnished by the surviving limited liability company on request and without cost, to any member of any constituent limited liability company or any partner of any constituent partnership.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 28th day of July, 2005 by an authorized person of the surviving limited liability company in the merger.

MOSAIC FERTILIZER, LLC

By: 

Mark J. Isaacson
Vice President and Assistant Secretary