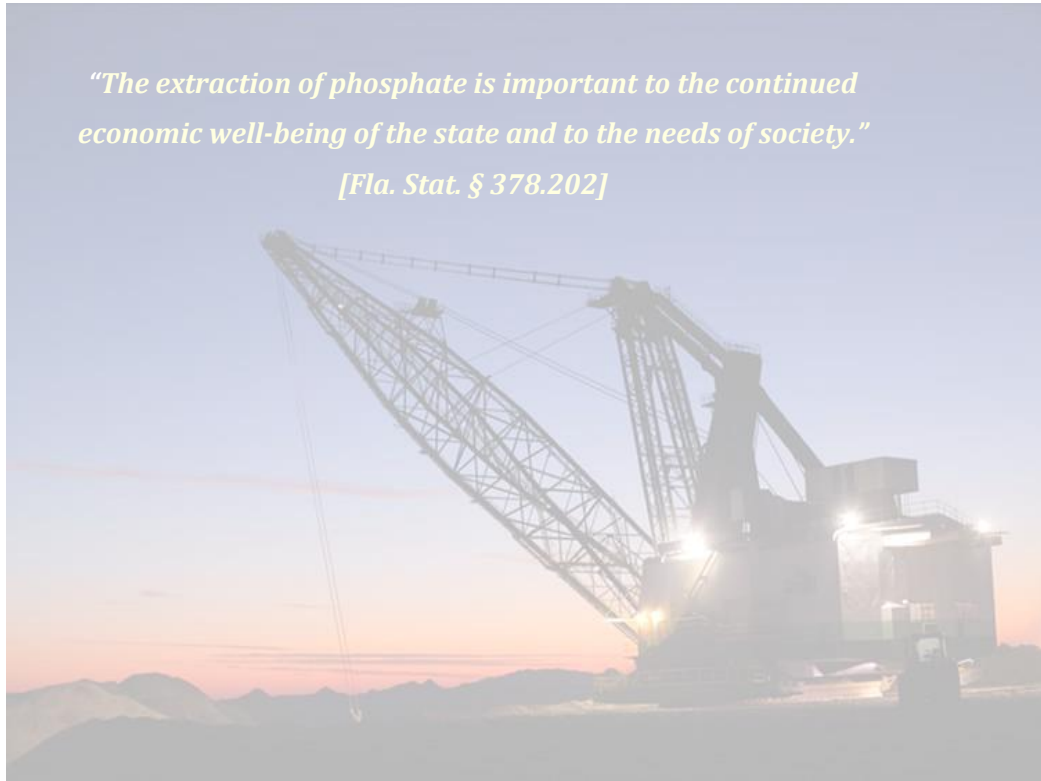


## PERMITTING AGREEMENTS – TAB 6

*"The extraction of phosphate is important to the continued  
economic well-being of the state and to the needs of society."  
[Fla. Stat. § 378.202]*



## 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.

## 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:

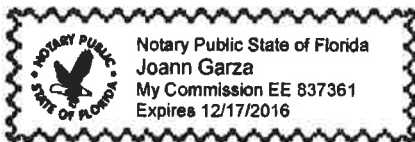
MOSAIC FERTILIZER, LLC

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:

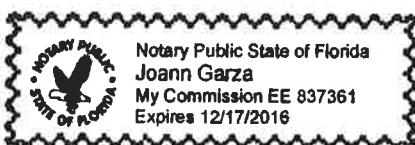
Witnesses:

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.

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 24<sup>th</sup> 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.

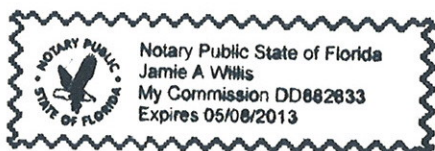
Its : \_\_\_\_\_

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 Dr., Lithia, FL 33547 ("Mosaic") and the undersigned, **DiMarc Ruskin #2, LLC, a Florida limited liability company**, whose address is P.O. Box 967, Ruskin, FL 33570 ("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") through December 31, 2012 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 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 under the Florida Development of Regional Impact law, to amend its operating Permit under the Desoto County Phosphate Mining Regulation, rezone the Property, include in the FDEP Conceptual Reclamation Plan, and apply for FDEP & ACOE Dredge and Fill Permits, all through the Ecosystem Management Permitting Process in connection with Mosaic's mine operation. The Property Owner furthermore agrees to execute any additional documents required by government agencies with respect to such applications.
6. **Neither Mosaic nor the Property Owner, by the execution of this Agreement, is obligated to purchase and sell the Property.**



Dated: April 8, 2010

Witnesses:

Ronnie T. Hall  
Ronnie T. Hall  
David B. Reynolds  
DAVID B. REYNOLDS

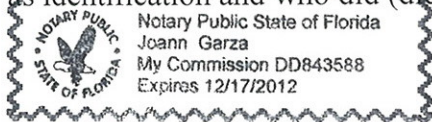
MOSAIC FERTILIZER, LLC

By: Parker W. KeenIts: AVP-Land Management

STATE OF FLORIDA

COUNTY OF Hardee

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2010 by Parker W. Keen, as AVP-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

Dated: 4/14, 2010

Witnesses:

Arnold L. Folwell  
Sandra Sumley

PROPERTY OWNERS:

By: Scott D. Mare

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 2010, by Scott D. Mare and \_\_\_\_\_, 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.



Bonnie Jordan  
 COMMISSION # DD936123  
 EXPIRES: DEC. 05, 2013  
 WWW.AARONNOTARY.COM

Notary Public

EXHIBIT A  
Legal Description

Those lands described in that certain Warranty Deed from VCH Citrus to DiMare Ruskin #2, LLC, dated January 5, 2005, recorded in Book 556, Page 2918 of the public records of Desoto County, Florida.

AND

Those lands described in that certain Warranty Deed from V.C. Hollingsworth, Jr. Individually and as Trustee of the Vernon Clyde Hollingsworth, Jr. Revocable Trust Agreement dated 4/14/93 and Betty Jo Hollingsworth as Trustee of the Betty Jo Hollingsworth Revocable Trust Agreement dated 4/15/93 to DiMare Ruskin #2, LLC, dated January 5, 2005, recorded in Book 556, Page 2921 of the 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

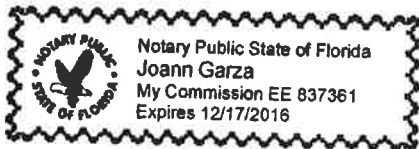
Witnesses:

[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 12<sup>th</sup> 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]  
 Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 30<sup>th</sup> 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