

**PHOSPHATE MINING COMPACT COMPARISON
OCTOBER 7, 2007 VS NOVEMBER 2, 2007 VERSIONS**

Substantive Issue	October 7, 2007 Version	November 2, 2007 Version
AEIS	Not Referenced.	Ona EIS will be evaluated at first annual Mosaic/ Government meeting to determine if additional analyses required. Additional analysis may only be required by unanimous consent of the parties. (¶1)
State of Compact Report	Not Referenced.	Mosaic/Government shall jointly create annual "State of Compact" report to be made available to non-party government and the public. (¶1)
Mineable Area	Mining in Hardee, DeSoto and Manatee Counties limited to boundaries set forth in Exhibit A . (¶2)	No Change.
Clay Settling Areas	Mosaic shall design and construct new CSAs in Peace and Myakka River Basins according to guidelines set forth in Exhibit B . (¶3)	Exhibit B standards modified to require minimum freeboard and wave size/run-up design to be based on specific wind/rain events and to require separate safety factors for normal operations and drawdown. Thirty (30) days notice by Mosaic required prior to deviation from Exhibit B standards. (¶3)
Mine Dewatering	For future permitted mining, Mosaic agrees to apply for UIC construction permit 1 year after mining, where depths exceed 50 feet and to obtain UIC construction permit, if dewatering impacts are expected. No requirement to obtain UIC operation permit or to install injection wells. No adherence to OFGE and Altman permit conditions and existing mines are exempted. (¶4)	No Change.

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Water Quality & Quantity	For future permitted mining, Mosaic shall not cause cause significant adverse water quality impact in Peace and Myakka River Basins and shall mitigate significant adverse impact to surface and groundwater quantity, flow and seepage in Peace River Basin. No adherence to non-degradation of pre-mining water quality as stated in Government's and Mosaic's first drafts and existing mines are exempted. (¶5)	The word "significant" was deleted so that Mosaic shall not cause adverse water quality impact and shall mitigate adverse impact to surface and groundwater quantity, flow and seepage in Peace River Basin. (¶5)
Reclamation Standards	Exhibit C provides for topsoil and surface flow diversion control for Mosaic's future permitted mining. (¶6)	Exhibit C modified to incorporate water quality and quantity language from Paragraph 5. (¶6)
Sand Tailings Reclamation	The sand tailings reclamation and financial security specified in 2006 Altman Settlement Agreement not required.	No Change.
Monitoring and Assessment Plan	Monitoring and assessment plan to be developed by Mosaic in consultation with Governments within 180 days of Effective Date. No standards or criteria specified for plan. (¶6)	Monitoring and assessment plan to be developed in accordance with new Exhibit D . According to the exhibit, purpose of plan is to collect information on physical, chemical and biological characteristics of streams to detect any adverse conditions or significant trends resulting from mining and provide for corrective action. Mosaic's failure to adopt plan within 180 days now specifically subject to arbitration. (¶6)
Stream Buffer Zones	Mosaic shall not mine or construct CSAs within 100-year floodplain of Peace River, Myakka River, Little Charlie Creek, Payne Creek, Horse Creek, West Fork Horse Creek, Troublesome Creek, Joshua Creek and Charlie Creek. Mined stream segments shall be mitigated at a 1.25-1 ratio. (¶¶7 & 8)	Mosaic shall also not mine or construct CSAs within designated buffer zone (less than 100-year flood plain) of streams identified in new Exhibit E (Bud Slough, Mud Lake Slough, Wildcat Slough, Big Slough Canal, Buzzard Roost Branch, Brandy Branch, Cypress Creek, Elder Creek, Oak Creek, Brushy Creek and Max Branch). Upon termination buffer zones are no longer honored. Conservation easements not required. (¶¶7 & 8)

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CSA Disaster Insurance	Mosaic shall maintain \$50 Million insurance policy for discharges or failure of CSAs in Peace and Myakka River Basins. Not clear if in addition to \$25 Million in Authority's 2003 Settlement Agreement. Policy can be terminated if coverage cannot be obtained on same terms and conditions as on Effective Date and Mosaic may convert to alternative assurance mechanism based on general conditions without Government consent. (¶9)	Clarified that policy is not in lieu of any obligations required of Mosaic by prior contract and applicable law and Governments may be named additional insureds. Mosaic may still terminate or convert insurance as stated in prior version. (¶9)
Authority Water Supply Development	Mosaic shall provide meaningful storage to the Authority within 15 years and 15,000-20,000 acre/feet reservoir within 20 years in Peace River Basin. Meaningful storage not defined and not clear whether reservoir site will be donated. Storage and reservoir site not specified for Myakka River Basin or the City of North Port. (¶10)	Clarified that reservoir site will be donated free of charge by fee simple deed to Authority, along with ingress and egress and utility easements. No clarification of meaningful storage and still no storage or reservoir site in Myakka River Basin. The City of North Port's water supply not specifically protected. (¶¶10 & 24)
Chemical Plants & Gypsum Stacks	Not Referenced.	Mosaic shall not site, construct or acquire any new chemical processing plant or gypsum stack within non-mineable area as set forth in Exhibit A . (¶12)
Substitute & Stricter Standards	Mosaic may unilaterally substitute alternative measures, methods and techniques and stricter standards for standards in Paragraphs 3 and 5 and Exhibits B and C without notice to Governments. (¶¶6, 12 & 20)	No Change.
Innovative Standards	Mosaic not required to develop innovative technology providing greater environmental protection with funds saved by avoiding litigation.	No Change.

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Government Legal Challenge Waiver	Governments must dismiss and forego litigation and comments against Mosaic's existing and future mining, operations and permitting in West-Central Florida and settle all disputes through arbitration. (¶13)	No change, except that Governments may now take legal action to protect public from emergency that cannot be resolved by arbitration and comments to agencies regarding alleged violations by Mosaic are now allowed. (¶14)
Government Public Comment Restrictions	Governments may advocate regulatory and legislative changes applicable to phosphate industry, but County Commissioners and Government employees may only comment in opposition Mosaic's existing and future mining, operations and permitting in West-Central Florida in their individual capacity or outside scope of employment, respectively. Restrictions may be enforced to extent permitted by law. (¶¶1 & 13)	Governments may still advocate regulatory and legislative changes applicable to phosphate industry, but limitation imposed on comments by County Commissioners and Government has been removed. Additionally, language was added requiring parties to take action to support and implement purpose and intent of Compact. (¶¶1 & 14)
Mosaic Legal Challenge and Public Comment Waiver/ Restrictions	Mosaic was required to dismiss and forego litigation and comments and limit public comment against the Authority's withdrawal and use of water from the Peace River Basin. (¶14)	Legal challenge and public comment waiver/ restriction was expanded to cover Myakka River Basin. Additionally, comments to agencies concerning alleged violations by Authority are allowed. Finally, restrictions placed on Mosaic employees concerning public comments opposing Authority's withdrawal and use of water have been removed. (¶¶1 & 15)
Release	Governments and Mosaic required to release each other of all existing and future claims they knew or through exercise of ordinary diligence they should have known of on the Effective Date. The release shall survive termination of the Compact. (¶¶15 & 23)	Release of future claims deleted. Release now only applies to existing claims of which the parties have knowledge on the Effective Date. The modified release still survives termination of the Compact. (¶16)

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Arbitration	Arbitration required for all disputes arising from Compact and Mosaic's existing and future mining, operations and permitting in West Central Florida. Arbitration required before 3-lawyer panel required to use state rules of evidence. Arbitration can take up to 1 year to complete and stand down during arbitration not expressly required. (¶16)	Arbitration process unchanged except that arbitrators may not be under contract or employed by any disputing party at the time of arbitration. (¶17)
Covenant Running With Land/ Change Control Provision	Unlike 2003 Authority Settlement Agreement, the Compact is not a recordable document and Mosaic's obligations are not covenants running with the land. Instead, Mosaic commits to require any purchaser intending to mine the acquired property to assume Mosaic's obligations under the Compact. Mosaic is only required to notify Governments in advance, if transaction involves more than 1,000 acres. (¶¶17 & 23)	No Change.
Mosaic Assignment	Mosaic may assign Compact to affiliated entity without Government consent. Affiliated entity must assume Mosaic's obligations. Failure to assume all of Mosaic's obligations would automatically render the Compact null and void. (¶19)	Modified to require that the assignment rather than the Compact be rendered null and void should affiliated entity fail to assume all of Mosaic's obligations. (¶20)
Contract Term	Contract term was 30 years with the releases surviving termination. (¶20)	Contract term is now 15 years with option to renew for additional 15 years with consent of all parties. If one or more Government refuses to renew, renewal may take place at Mosaic's option. Releases still survive termination. Finally, Authority water supply development provision has a separate term of 20 years. (¶¶16 & 24)