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Florida documentary stamp tax required by law in the amount of \$2,450.00 has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 26-8000694050-8.

CREDIT AGREEMENT

Dated as of August 19, 2021

among

THE MOSAIC COMPANY,
as the Borrower,

BANK OF AMERICA, N.A.,
as Administrative Agent,

The Lenders (including the Swing Line Lender) and L/C Issuers Party Hereto,

WELLS FARGO BANK, NATIONAL ASSOCIATION and
COBANK, ACB,
as Co-Syndication Agents

U.S. BANK NATIONAL ASSOCIATION,
BANK OF MONTREAL,
BNP PARIBAS,
JPMORGAN CHASE BANK, N.A.,
MUFG BANK, LTD.,
PNC BANK, NATIONAL ASSOCIATION,
THE BANK OF NOVA SCOTIA and
CITIBANK, N.A.,
as Co-Documentation Agents

BOFA SECURITIES, INC.,
WELLS FARGO SECURITIES, LLC,
COBANK, ACB,
U.S. BANK NATIONAL ASSOCIATION,
BMO CAPITAL MARKETS CORP.,
BNP PARIBAS SECURITIES CORP,
JPMORGAN CHASE BANK, N.A.
MUFG BANK, LTD,
PNC CAPITAL MARKETS LLC,
THE BANK OF NOVA SCOTIA and
CITIBANK, N.A.,
as Joint Lead Arrangers and Joint Bookrunners

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EXHIBITS

- A [Loan Notice](#)
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- E-1 [Assignment and Assumption](#)
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- H [Form of Notice of Loan Prepayment](#)
- I [Form of Voting Participant Notification](#)

CREDIT AGREEMENT

This CREDIT AGREEMENT (“Agreement”) is entered into as of August 19, 2021, among THE MOSAIC COMPANY, a Delaware corporation (the “Borrower”), each lender from time to time party hereto (collectively, the “Lenders”, and individually, a “Lender”), BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer, and the other L/C Issuers from time to time party hereto.

The Borrower has requested that the Lenders provide a revolving credit facility, and the Lenders are willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“Account” means, collectively, (a) an “account” as such term is defined in the UCC as in effect from time to time in the State of New York or under other relevant law, and (b) any rights of the Borrower or any of its subsidiaries to payment for goods sold or leased or services performed, including all such rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security.

“Act” has the meaning specified in Section 10.18.

“Additional Commitment Lender” has the meaning specified in Section 2.14(d).

“Administrative Agent” means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in substantially the form of Exhibit E-2 or any other form approved by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” as applied to any Person, means any other Person directly or indirectly Controlling, Controlled by or under common Control with, that Person.

“Agent Parties” has the meaning specified in Section 10.02(c).

“Aggregate Revolving Commitments” means the Revolving Commitments of all the Lenders. As of the Closing Date, the Aggregate Revolving Commitments are \$2,500,000,000.

“Agreement” means this Credit Agreement.

“Agreement Currency” has the meaning specified in Section 10.21.

“Alternative L/C Currency” means (a) Canadian Dollars, (b) Euros, (c) British Pound Sterling, (d) Chinese Yuan Renminbi, (e) Brazilian Reals, (f) Indian Rupees, (g) Peruvian Nuevo Soles and (h) with respect to a specific Letter of Credit, such other currency that is approved by the applicable L/C Issuer in accordance with Section 1.08.

“Alternative L/C Currency Sublimit” means the lesser of (a) \$50,000,000 and (b) the Letter of Credit Sublimit.

“Anniversary Date” has the meaning specified in Section 2.14(a).

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

“Anti-Money Laundering Laws” means any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules applicable to the Borrower or its Subsidiaries related to terrorism financing or money laundering, including any applicable provision of the Act and The Currency and Foreign Transactions Reporting Act (also known as the “Bank Secrecy Act,” 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

“Applicable Law” means, as to any Person, all applicable Laws binding upon such Person or to which such a Person is subject.

“Applicable Percentage” means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Revolving Commitments represented by such Lender’s Revolving Commitment at such time, subject to adjustment as provided in Section 2.17. If the commitment of each Lender to make Revolving Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Revolving Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments and to any Lender’s status as a Defaulting Lender at the time of determination. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01A or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Applicable Rate” means, from time to time, the following percentages per annum, based upon the Debt Rating as set forth below: