

SCHEDULE 10.06**VOTING PARTICIPANTS**

Voting Participant	Revolving Participation	Applicable Voting Percentage
AgFirst Farm Credit Bank	\$68,000,000.00	2.720000000%
Farm Credit Bank of Texas	\$68,000,000.00	2.720000000%
Farm Credit Mid-America, PCA	\$50,000,000.00	2.000000000%
Farm Credit Services of America, PCA	\$50,000,000.00	2.000000000%
AgCountry Farm Credit Services, FLCA	\$40,000,000.00	1.600000000%
GreenStone Farm Credit Services, FLCA	\$40,000,000.00	1.600000000%
Capital Farm Credit, FLCA	\$25,000,000.00	1.000000000%
Compeer Financial, FLCA	\$20,000,000.00	0.800000000%
Farm Credit of New Mexico, FLCA, a wholly owned subsidiary of Farm Credit of New Mexico, ACA	\$12,000,000.00	0.480000000%
Farm Credit West, ACA	\$11,000,000.00	0.440000000%
Farm Credit East, ACA	\$10,000,000.00	0.400000000%
Northwest Farm Credit Services, PCA	\$10,000,000.00	0.400000000%
AgChoice Farm Credit, ACA	\$6,000,000.00	0.240000000%

FORM OF LOAN NOTICEDate: _____, _____²

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of August 19, 2021 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Agreement,” the terms defined therein being used herein as therein defined), among The Mosaic Company, a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, and 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 thereto.

The undersigned hereby requests (select one)³:**Revolving Facility**

<u>Indicate:</u> Borrowing or Conversion or Continuation	<u>Indicate:</u> Requested Amount	<u>Indicate:</u> Base Rate Loan or Eurodollar Rate Loan	<i>For Eurodollar Rate Loans</i> <u>Indicate:</u> Interest Period (e.g. 1, 3 or 6 month interest period)

² Note to Borrower. All requests submitted under a single Loan Notice must be effective on the same date. If multiple effective dates are needed, multiple Loan Notices will need to be prepared and signed.

³ Note to Borrower. For multiple borrowings, conversions and/or continuations for a particular facility, fill out a new row for each borrowing/conversion and/or continuation.

The Committed Borrowing, if any, requested herein complies with the provisos to the first sentence of Section 2.01 of the Agreement.

THE MOSAIC COMPANY, a Delaware corporation

By: _____

Name:

Title:

FORM OF SWING LINE LOAN NOTICE

Date: _____, _____

To: Bank of America, N.A., as Swing Line Lender
Bank of America, N.A. as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of August 19, 2021 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Agreement,” the terms defined therein being used herein as therein defined), among The Mosaic Company, a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, and 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 thereto.

The undersigned hereby requests a Swing Line Loan:

1. On _____ (a Business Day)
2. In the amount of \$ _____.

The Swing Line Borrowing requested herein complies with the requirements of the provisos to the first sentence of Section 2.04(a) of the Agreement.

THE MOSAIC COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT C

Florida Documentary Stamp Tax in the amount of \$2,450.00 has been paid on the Agreement (as defined below) evidencing a syndicated credit facility in an aggregate original principal amount of \$2,500,000 in accordance with Section 201.08(1)(a) of the Florida Statutes. This Note is being issued in conjunction with the Agreement and not money in addition to the syndicated credit facility amount provided in the Agreement.

FORM OF NOTE

FOR VALUE RECEIVED, the undersigned (the “Borrower”), hereby promises to pay to _____ or registered assigns (the “Lender”), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement, dated as of August 19, 2021 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Agreement,” the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto, and 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 thereto.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. Except as otherwise provided in Section 2.04(f) of the Agreement with respect to Swing Line Loans, payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent’s Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

THE MOSAIC COMPANY, a Delaware corporation

By: _____
Name:
Title:

FORM OF COMPLIANCE CERTIFICATE

☐

Check for distribution to PUBLIC and Private side Lenders⁴

Financial Statement Date: , _____

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of August 19, 2021 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Agreement,” the terms defined therein being used herein as therein defined), among The Mosaic Company, a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, and 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 thereto.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the _____ of the Borrower, and that, as such, he/she is authorized to execute and deliver this Compliance Certificate to the Administrative Agent on the behalf of the Borrower, and that:

*[Use following paragraph 1 for fiscal **year-end** financial statements]*

1. The Borrower has delivered the year-end audited financial statements required by Section 6.01(c) of the Agreement for the fiscal year of the Borrower ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal **quarter-end** financial statements]*

1. The Borrower has delivered the unaudited financial statements required by Section 6.01(b) of the Agreement for the fiscal quarter of the Borrower ended as of the above date. Such financial statements have been prepared in accordance with GAAP and certified by the chief financial officer of the Borrower that they fairly present, in all material respects, the financial condition of the Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments and the absence of footnote disclosure.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a review in reasonable detail of the transactions and condition of the Borrower and its Subsidiaries during the accounting period covered by such financial statements, and

⁴ If this is not checked, this compliance certificate will only be posted to Private side Lenders.

[select one:]

[such review has not disclosed the existence during or at the end of such accounting period, and the undersigned does not have knowledge of the existence as at the date hereof, of any condition or event that constitutes a Default.]

--or--

[to the best knowledge of the undersigned, during such fiscal period the following covenants or conditions have not been performed or observed and the following is a list of each such condition or event that constitutes a Default and its nature and period of existence thereof and what action the Borrower has taken, is taking and proposes to take with respect thereto:]

3. The financial covenant analysis and information set forth on Schedule 1 attached hereto is true and accurate on and as of the date of this Compliance Certificate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate as of , .

THE MOSAIC COMPANY, a Delaware corporation

By: _____

Name:

Title:

For the quarter/year ended _____

SCHEDULE 1
to the Compliance Certificate

See attached.
