

**FIFTH AMENDMENT
TO AGREEMENT FOR FURNISHING RECLAIMED WATER**

This **FIFTH AMENDMENT TO AGREEMENT FOR FURNISHING RECLAIMED WATER** (this “**Amendment**”) is made as of _____, 2025 (the “**Effective Date**”), between Mosaic Fertilizer, LLC, a Delaware limited liability company, with a mailing address of 13830 Circa Crossing Drive, Lithia, FL 33547 (“**Mosaic**”), and the City of Wauchula, a Florida municipal corporation, with a mailing address of 126 South 7th Avenue, Wauchula, FL 33873 (“**City**”), each of which may herein be referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS, Mosaic, as successor in interest to CF Industries, Inc., and City entered into that certain Agreement for Furnishing Reclaimed Water dated as of December 13, 2001, as amended by that certain First Amendment to Agreement for Furnishing Reclaimed Water dated as of June 19, 2003, that certain Second Amendment to Agreement for Furnishing Reclaimed Water dated as of August 15, 2006, that certain Third Amendment to Agreement for Furnishing Reclaimed Water dated as of March 6, 2007, and that certain Ratification and Fourth Amendment to Agreement for Furnishing Reclaimed Water dated as of August 12, 2024 (as amended and ratified, the “**Agreement**”) under which the City supplies Reclaimed Water to Mosaic;

WHEREAS, the Agreement provides for a term beginning on December 13, 2001 and expiring at 5:00 P.M. (EST) on December 31, 2025; and

WHEREAS, the Parties desire to extend the term of the Agreement;

NOW THEREFORE for valuable consideration, Mosaic and the City agree as follows:

1. The Recitals set forth at the beginning of this Amendment are incorporated into and made a part of this Amendment by reference as if they were fully restated hereunder, and constitute representations and understandings of the Parties.
2. The Agreement in its entirety is incorporated herein by reference, except as otherwise provided in this Amendment.
3. The Parties agree that Section 2 of the Agreement, including all prior amendments to that section, is hereby deleted in its entirety and replaced with the following:

“2. Term of Agreement. Except as provided below, the term of this Agreement shall be for a period of time commencing on December 13, 2001 and expiring at 5:00 P.M. (EST) on December 31, 2027.”
4. Except as set forth in this Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect. These terms may only be modified or amended in writing signed by an authorized representative of each Party.
5. All capitalized terms used but not defined herein shall have the meaning given to them in the Agreement.

6. The terms and conditions of the Agreement are hereby modified by this Amendment. If there is any conflicting language between the Agreement and this Amendment, the Parties agree that the terms of this Amendment shall govern.
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties may execute this Amendment by delivery of facsimile or pdf. signatures, which shall have the same effect as original signatures.

IN WITNESS HEREOF, the Parties have executed this Amendment as of the Effective Date.

Mosaic Fertilizer, LLC:

City of Wauchula:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____