





Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On August 13, 2015, The Mosaic Company ("Mosaic") entered into an amendment to the senior management severance and change in control agreement ("Severance Agreement") previously entered into with James ("Joc") C. O'Rourke, following Mr. O'Rourke's election to serve as Mosaic's President and Chief Executive Officer ("CEO") effective August 5, 2015. In connection with this amendment, Mosaic also entered into amendments (together with the amendment to Mr. O'Rourke's Severance Agreement, the "Amendments") to the Severance Agreements of each of Mosaic's other executive officers, including each currently employed named executive officer for whom disclosure was required in Mosaic's proxy statement dated April 1, 2015 for its 2015 annual meeting of stockholders (the "Proxy Statement"). The original Severance Agreements set forth the terms and conditions upon which Mosaic's executive officers would be entitled to receive certain benefits upon termination of employment and are described in the Proxy Statement.

The Amendments modify the multipliers used to determine the amount of certain severance benefits the executive officers would be entitled to receive upon termination of employment as follows:

In the event of termination by Mosaic without cause or by the executive officer for good reason, each executive officer would be entitled to benefits including an amount equal to 1.5 times (increased from 1.0 times) the (1) executive officer's annual base salary and prior fiscal year target bonus percent under Mosaic's Management Incentive Plan (or such greater percent as may be designated by the Compensation Committee of Mosaic's Board of Directors) multiplied by the executive officer's base salary.

In the event of a qualified change-in-control termination (as that term is described in the Proxy Statement), Mosaic's CEO would be entitled to benefits including an amount equal to 2.5 times (increased from 2.0 times) his annual base salary and prior fiscal year target bonus percent under Mosaic' Management Incentive Plan (or such (2) greater percent as may be designated by the Compensation Committee) multiplied by annual base salary. The multiplier for each other executive officer (other than Mosaic's prior CEO) remains at 2.0 times, and the multiplier for Mosaic's prior CEO was changed from 3.0 to 2.0 times, consistent with the remaining non-CEO executive officers.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE MOSAIC COMPANY

Date: August 18, 2015

By: /s/ Mark J. Isaacson  
Name: Mark J. Isaacson  
Title: Senior Vice President, General Counsel  
and Corporate Secretary