

## **AMENDMENT NO. 2 TO PRODUCT PURCHASE AND RESALE AGREEMENT**

This Amendment No. 2 to Product Purchase and Resale Agreement ("Amendment") is made and entered into as of March 1, 2020 by and between **The Chemical Company** ("Buyer") and **INVISTA S. à.r.l.** ("Seller").

### *RECITALS:*

A. Buyer and Seller entered into that certain Product Purchase and Resale Agreement, effective as of July 15, 2016 ("Agreement") and Amendment No. 1 effective January 1, 2019 ("Amendment No. 1").

B. Buyer and Seller desire to modify the terms and conditions of the Agreement.

IN CONSIDERATION OF the foregoing premises, the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment of Section 2 (Quantities). Section 2 of the Agreement is hereby deleted and replaced in its entirety by the following:

- a. Base Volume. Buyer shall order and purchase from INVISTA during each calendar month six (6) railcars or approximately 600 Metric Tons. The annual Base Volume shall be approximately 7000 Metric Tons. The Base Volume is subject to formula pricing outlined in Section 6.
- b. Negotiated Volume. On a monthly basis, Buyer and Seller may elect (without any obligation to either Party) to transact additional volume at a mutually agreeable price once the base volume commitment has been met. This Negotiated Volume will not be counted against the Base Volume.

2. Amendment of Section 5 (Term). Section 5 of the Agreement is hereby deleted and replaced in its entirety by the following:

The term of this Agreement commences on March 1, 2020 and will expire on March 31, 2022.

3. Amendment of Section 6 (Price). Section 6 of the Agreement is hereby deleted and replaced with the following.

Price: The Selling Price (P) for Product will be determined each calendar month during the period in effect using the following formula.

$$P = P_c + 213 * (BZ) + .24 * (NH_3) + 36 * (NG)$$

Where:

P = the Selling Price for Product in U.S. dollars per metric ton (rounded to the nearest whole \$) for the current calendar month. For reference purposes only, price may also be shown in US\$ per lb calculated by dividing selling price in US\$ per metric ton by 2204.623.

$P_c$  = US\$ 560/metric ton

BZ = the U.S. monthly contract benzene price, in US dollars per gallon, as published in IHS Chemical (formerly CMAI) Aromatics Market Weekly for the month that is one month immediately prior to the month Product is shipped, rounded to three decimal places.

NH3 = the price for ammonia as reported by FERTECON AMMONIA REPORT, under the heading, "FERTECON PRICE SERVICE", "AMMONIA PRICE INDICATIONS", Delivered Prices, "US Gulf/Tampa" - "Tampa", as the average of the weekly prices published from the month two months prior to the month Product is shipped, expressed in US\$ per metric ton for anhydrous ammonia, rounded to three decimal places.

NG = the unrounded NYMEX Henry Hub natural gas futures closing price on the contract settlement date, as expressed in US\$ per MMBtu, for the month that is one month immediately prior to the month Product is shipped.

If the benzene, natural gas and/or ammonia publications specify the price as a range, the reference price for adjusting the price for Product, will be the average of the high and low published prices.

4. Capitalized terms not expressly defined herein shall have the same meaning as defined in the Agreement. All of the other terms and conditions of the Agreement shall remain in full force and effect, except to the extent expressly amended herein.

The parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the date set forth above.

Seller:  
**INVISTA S. à.r.l.**

By:

  
Signature

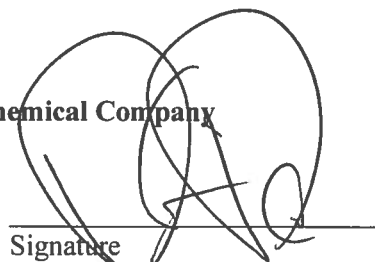
Name: DANIEL J KOTKIN  
Print

Title: AUTHORIZED SIGNATORY  
Print

Buyer:

**The Chemical Company**

By:

  
Signature

Name: ROBERT N. ROACH III  
Print

Title: PRESIDENT  
Print