

**AMENDMENT NO. 2
TO
HMD PURCHASE AGREEMENT**

This Amendment No. 2 (this "Amendment No. 2") to the HMD Purchase Agreement is made and entered as of April 1, 2018, by and among INVISTA S.à r.l. ("Seller") and SOLVAY SPECIALTY POLYMERS USA L.L.C. ("Buyer").

- A. Seller and Buyer are parties to that certain HMD Purchase Agreement, made and entered into as of April 1, 2014 (the "Sales Agreement"); and
- B. Seller and Buyer desire to amend the Sales Agreement.

NOW THEREFORE, Seller and Buyer hereby amend the Agreement as follows:

1. Amendment of Section 2 (Term). Section 2 of the Sales Agreement is hereby deleted and replaced in its entirety as follows:
 - (a) Initial Term. This Agreement shall be effective as of April 1, 2018 and continue in full force and effect until and including March 31, 2020 (the "Initial Term"), unless extended in accordance with Section 2(b) below.
 - (b) Extension Terms. The Initial Term may be extended by agreement of the Parties for subsequent periods of two (2) year terms (each an "Extension Term"), the first of which would commence on April 1, 2020 and expire on March 31, 2022 (unless terminated as per Section 6(c)). To exercise the option of extending the Agreement beyond the Initial Term, either Party may provide written notice (the "Extension Notice") to the other Party of its desire to extend the Agreement, which Extension Notice must be delivered to the other Party no later than four (4) months from the expiration of the then current Term. The Party receiving the Extension Notice shall have thirty (30) days after its receipt of the Extension Notice to confirm in writing the extension. If the receiving Party fails to respond in writing to the Extension Notice within the thirty (30) day period, then the Initial Term shall not be extended. Likewise, if neither Party provides an Extension Notice to the other Party in the time allotted for such Extension Notice, then the Initial Term shall not be extended. If both Parties provide an Extension Notice, then the Initial Term shall be extended, and no confirmation of the Extension Notices will be necessary.
2. Amendment of Section 3 (Purchase and Sale; Quantity). Section 3 of the Sales Agreement is hereby deleted and replaced as follows:
 - (a) Minimum Purchase Quantity. Buyer shall purchase and take from Seller, and Seller shall sell and deliver to Buyer, a quantity of Product equal to 30% of Buyer's total annual requirement (estimated to be 2,900 metric tons) for the HMD during each Contract Year (as defined below). In no way does this constitute a take or pay agreement.
 - (b) Maximum Sale Quantity. Seller shall only be obligated to sell and deliver to Buyer a maximum quantity of Product equal to 40% of Buyer's total annual requirement (estimated to be 3,900 metric tons) for the HMD during each Contract Year (as defined below).

"Contract Year" means the twelve month period beginning on April 1 of each calendar year and ending on March 31 of the following calendar year.

In any single calendar month, Seller shall only be obligated to ship to Buyer up to a maximum of six (6) railcars (approximately 450 metric tons). This will be counted based on month of shipment from Seller's facilities.

3. Amendment of Section 5 (Estimated Volume; Forecasting). Section 5 of the Sales Agreement is hereby deleted and replaced in its entirety as follows:

- (a) Estimated Volume for Contract Year commencing on April 1, 2018. Buyer's total forecasted requirement for the Contract Year commencing on April 1, 2018 is 9,700 MT. This estimate is for planning purposes only. Buyer assumes no obligation to purchase any quantity under this Agreement beyond the Minimum Purchase Quantity specified under Section 3(a).
- (b) Forecasts. Buyer shall give Seller by each November 10th a non-binding written forecast of Buyer's estimated requirements for the calendar year following such notification date. Buyer shall also provide a non-binding three month rolling forecast of requirements by the 15th of each month. By the 10th of each month, Buyer shall place a firm order for the following month's purchase volume of Product expressed as a number of railcars, at all times consistent with the provisions of Section 4. The ordered volume is firm to within +/- one railcar per month. In the event that Buyer fails to purchase a quantity of Product in any month that totals at least the firm order amount applicable for such month less one railcar, (a "Purchase Shortfall"), then in the immediately following month Buyer shall purchase from Seller a minimum quantity of Product equal to the Purchase Shortfall as a part of, and not in addition to, the quantity of Product shipped by Seller in the month following the month in which Buyer incurs the Purchase Shortfall. Seller shall invoice Buyer for the quantity of Product comprising the Purchase Shortfall using the Price calculated for the month in which the Purchase Shortfall quantity was actually ordered by Buyer. The purchase by Buyer of the Purchase Shortfall quantity at the foregoing Price shall be Seller's sole and exclusive remedy related to any Purchase Shortfall. The exception will be in the event of an unplanned shutdown of greater than three (3) days at the Buyer's facility. Buyer shall provide prompt notification to Seller of any unplanned shutdown and the anticipated duration of such unplanned shutdown.

4. Amendment of Section 6, subsection A (Price Formula).

The following lines of Section 6(a) of the Sales Agreement are hereby deleted:

Pc = \$1450 for shipments for 90% Concentration of HMD during the period of the Term from October 1, 2017 through March 31, 2018

Pc = \$1400 for any shipments of 100% Concentration of HMD during the Term

and replaced in its entirety by the following:

Pc = \$2,150 for shipments of 90% Concentration of HMD during the Term

Pc = \$2,100 for shipments of anhydrous HMD during the Term

The following lines of Section 6(a) of the Sales Agreement are hereby deleted:

NG = The unrounded arithmetic average price of natural gas expressed in US\$ per MMBtu for the three (3) months of the calendar quarter that is immediately prior to the current calendar quarter as reported by IntercontinentalExchange®, Inc. ("ICE") as the

"ICE Day Ahead Natural Gas Report" on the web site: <https://www.theice.com/marketdata/reportcenter/reports.htm>, by selecting "Indices" in the "Category" box, "ICE OTC" in the "Market" box, "North American Natural Gas" in the "Report" box, "Month Ahead Index" and "Houston Ship Channel" in the "Hub" box.

and replaced in its entirety by the following:

NG = The unrounded NYMEX Henry Hub natural gas futures closing price on the contract settlement date, as expressed in US\$ per MMBtu, for the three (3) months of the calendar quarter that is immediately prior to the current calendar quarter to the month Product is shipped.

5. Amendment of Section 9 Subsection B (Heels). Section 9(b) of the Sales Agreement is hereby deleted and replaced in its entirety as follows:

(b) Heels.

- (i) Seller shall invoice Buyer against the weight shown on bill of lading for each railcar delivered to Buyer.
- (ii) A credit invoice will be issued only when an individual railcar has a heel greater than 2% of the invoiced weight. Buyer reserves the right to have the parties return to the heels process in the original un-amended Agreement at Buyer's sole discretion.

6. Certain Defined Terms. Capitalized terms used, but not otherwise defined in this Amendment No. 2, have the meanings ascribed to them in the Sales Agreement.

7. Ratification and Authority. The Sales Agreement, as amended by this Amendment No. 2, is hereby ratified and, except as expressly modified by this Amendment No. 2, remains in full force and effect. Each of Seller and Buyer possesses all requisite corporate power and authority to enter into this Amendment No. 2 and ratify the Sales Agreement, as amended by this Amendment No. 2. The Sales Agreement and this Amendment No. 2 have been duly executed and delivered by each of Seller and Buyer.

8. Governing Law and Dispute Resolution. This Amendment No. 2 will be governed by and construed in accordance with Section 18 of the Terms and Conditions of Sale attached as Exhibit A of the Sales Agreement, and any dispute arising out of, relating to or in connection with this Amendment No. 2, including the breach, termination or validity hereof, will be resolved in accordance with Section 18 of the Terms and Conditions of Sale attached as Exhibit A of the Sales Agreement.

9. Counterparts and Electronic Copies. This Amendment No. 2 may be executed in counterparts or duplicate originals, all of which will be regarded as one and the same instrument, and which will be the official and governing version in the interpretation of this Amendment No. 2. This Amendment No. 2 may be executed by facsimile signatures or signatures by electronic transmission, and such signatures will be deemed to bind each of Seller and Buyer as if they were original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Amendment No. 2 to be executed and delivered by its duly authorized representative as of the date first above written.

Seller:

INVISTA S.à r.l.

By: 

Name: _____

Title: Bradley Cole
Director Nylon Intermediates
Authorized Signatory

Buyer:

SOLVAY SPECIALTY POLYMERS USA L.L.C

By: 

Name: Christopher L. Wilson

Title: Sr. VP, Crystalline Polymers