

**AMENDMENT NO. 1**  
**TO**  
**ADI-PURE® ADIPIC ACID SALES AGREEMENT**

This Amendment No. 1 (this "Amendment No. 1") to the Adi-pure® Adipic Acid Sales Agreement is made and entered as of January 1 2017, between INVISTA S.à r.l. ("Seller") and MGC Advanced Polymers ("Buyer").

- A. Seller and Buyer are parties to that certain Purchase Agreement for Raw Materials, made and entered into as of January 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 1 (Term). Section 1 of the Sales Agreement is hereby deleted and replaced in its entirety as follows:

"This Agreement will commence on January 1, 2014 (the "Effective Date") and will continue up to and including December 31, 2018 (the "Term").

2. Amendment of Section 3 (Quantity). Section 3 of the Sales Agreement is hereby amended to add the following new subsections (d) and (e) as follows:

(d) Minimum Purchase Quantities.

During the 2017 and 2018 calendar years and subject to Section 7, Buyer shall order and purchase from Seller the minimum percentages of Buyer's annual requirement for adipic acid for each such calendar year (Buyer's Annual Requirements") and of Buyer's requirements for adipic acid for each calendar quarter during such year ("Buyer's Quarterly Requirements") as set forth below:

Quantity	2017-2018
Minimum Annual Quantity	65% of Buyer's Annual Requirements
Minimum Quarterly Quantity	50% of Buyer's Quarterly Requirements

(e) Maximum Purchase Quantities.

During the 2017 and 2018 calendar years, Seller shall sell to Buyer up to the maximum quantities of Product (the "Maximum Quantities") set forth in the table below. Seller, at its sole option, however, may elect to sell quantities of Product to Buyer in excess of the Maximum Quantities.

Quantity	2017-2018
Maximum Annual Quantity	4,000 Metric Tons per Year
Maximum Monthly Quantity	400 Metric Tons per Month

3. Amendment of Section 7 (Meet or Release). Section 7 of the Sales Agreement is hereby deleted and replaced in its entirety as follows:

Commencing on January 1, 2017 and for each month in which Buyer has purchased from Seller more than 50% of Buyer's requirement for adipic acid for such month (the "Monthly Requirement"), then Buyer may request Seller to meet the bona fide contract delivered price of an unaffiliated, third party contract supplier (an "Alternate Supplier") of adipic acid by delivering to Seller written notice of such competitive offer by the Alternate Supplier, including the price and delivery terms (the "Competitive Offer"). Seller shall, within 5 business days of receiving the Competitive Offer from Buyer, either meet the terms and conditions of the Competitive Offer, or release Buyer to purchase adipic acid from the Alternate Supplier (but only for volumes in excess of the Monthly Requirement). If the Alternate Supplier is a U.S. producer of Adipic Acid, then the Competitive Offer must be quoted on the same timing basis for raw materials as that of Seller under this Agreement. For example, if Seller's contract price is based on raw materials prices of indexes all of which are lagged to the previous calendar month, then the Alternate Supplier's Competitive Offer must also be based on raw materials prices of the previous calendar month.

4. Amendment of Appendix A Section 5 (Deliveries). Section 5 of Appendix A of the Sales Agreement is hereby amended to add subsection (h) as follows:

(h) Subject to all parts contained in this Agreement relating to the delivery, handling, and unloading of Product, Seller will discuss with Buyer, at Buyer's reasonable request, potential Product unloading issues of Buyer and possible steps to mitigate such issues. Buyer is solely responsible for offloading Product at Buyer's facility, and nothing herein obligates INVISTA to release Buyer from any obligations contained in this agreement.

5. Amendment of Appendix II (Product Pricing and Pricing Changes). Appendix II of the Sales Agreement is hereby amended to add the following subsection (a) as follows:

(a) Price: For calendar years 2017 and 2018, The Selling Price (P) for Product will be determined each calendar month, with monthly price notifications sent from Seller to Buyer. The Selling Price will be determined using the following formula:

$$P = P_c + 229 * (BZ) + 0.27 * (NH3) + 38 * (NG)$$

Where:

P = the price at which Product will be purchased by Buyer, and sold by Seller, in U.S. dollars per metric ton for the current calendar month (the "Selling Price").

P<sub>c</sub> Tier 1 = 0 – 2,500 MT per Calendar Year = US\$700 per metric ton

P<sub>c</sub> Tier 2 = 2,500 – 4,000MT per Calendar Year = US\$650 per 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 immediately preceding the month product is shipped, unrounded.

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 for the month that is 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 price for natural gas, in US\$ per one million BTUs, as reported by Intercontinental Exchange® (ICE) as the average “Month Ahead Index” price for the Houston Ship Channel - Houston Pipe Line Pool location for the month immediately preceding the month product is shipped, unrounded.

- (a) 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.
- (b) Pricing Example: The July 2016 Adipic Acid price for Bulk Trucks (delivered to Buyer’s facility) under the terms proposed in this agreement would be \$1,315/metric ton (\$0.596/lb).

Tier 1 Pricing Example Inputs:

Pc = \$700/ton BZ = \$2.00/gallon, NH3 = \$317.00/ton, NG = \$1.87/mmbtu

Tier 1 Pricing Example Calculation:

P (\$/mt) = \$700 + (229\*\$2.00) + (0.27\*\$317.00) + (38\*\$1.87)

P = \$700 + 458.00 + 85.59 + 71.06

P = \$1,315/mt (approximately \$0.596/lb)”

- 6. Certain Defined Terms. Capitalized terms used, but not otherwise defined in this Amendment No. 1, have the meanings ascribed to them in the Sales Agreement.
- 7. Ratification and Authority. The Sales Agreement, as amended by this Amendment No. 1, is hereby ratified and, except as expressly modified by this Amendment No. 1, remains in full force and effect. Each of Seller and Buyer possesses all requisite corporate power and authority to enter into this Amendment No. 1 and ratify the Sales Agreement, as amended by this Amendment No. 1. The Sales Agreement and this Amendment No. 1 have been duly executed and delivered by each of Seller and Buyer.
- 8. Governing Law and Dispute Resolution. This Amendment No. 1 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. 1, 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. 1 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. 1. This Amendment No. 1 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. 1 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:**

MGC Advanced Polymers

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Susanna Chait**  
**GM Business Controller**