

**AMENDMENT NO. 3
TO
HMD PURCHASE AGREEMENT**

This Amendment No. 3 (this "Amendment No. 3") to the HMD Purchase Agreement is made and entered as of April 1, 2020, by and among INV Nylon Chemicals Americas, LLC ("Seller") and SOLVAY SPECIALTY POLYMERS USA, L.L.C. ("Buyer").

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

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

1. Amendment of Section 2 (Term). Section 2 of the Agreement is hereby deleted and replaced in its entirety as follows:
 - (a) Initial Term. This Agreement shall be effective as of April 1, 2014 and continue in full force and effect until and including March 31, 2023 (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" and with the Initial Term, the "Term"), the first of which would commence on April 1, 2023 and expire on March 31, 2025. To exercise the option of extending the Agreement beyond the 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 Initial Term or the then current Extension 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 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 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 5 (Estimated Volume; Forecasting). Section 5 (a) of the Agreement is hereby deleted and replaced in its entirety as follows:
 - (a) Estimated Volume for Contract Year commencing on April 1, 2020. Buyer's total forecasted requirement for the Contract Year commencing on April 1, 2020 is 9500 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).
3. Amendment of Section 6, subsection A (Price Formula).

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

$$Pc + (BD * .55) + (AM * 0.46) + (NG * 55)$$

Pc = \$2,150 for shipments of 90% Concentration of HMD during the Term
Pc = \$2,100 for shipments of anhydrous HMD during the Term

AM = The average, unrounded, of the weekly Tampa ammonia prices, published from the 1st day of the month that is four (4) months prior to the first month of the current calendar quarter to the last day of the month that is two (2) months prior to the first month of the current calendar quarter, as published in the weekly FERTECON AMMONIA REPORT, under the headings, 'FERTECON PRICE SERVICE,' 'AMMONIA PRICE INDICATIONS,' 'Delivered prices,' 'US Gulf/Tampa – Tampa,' expressed in US\$ per MT for anhydrous ammonia. If a range of prices is published for a given week, then an unrounded arithmetic average of the low and high prices shall be used. If a price is not published for a given week within the relevant calendar month then the previous week's prices shall be used.

And replaced in its entirety by the following:

$$Pc + (BD * .55) + ((AM+33) * 0.46) + (NG * 55)$$

Pc = \$1,800 for shipments of anhydrous HMD during the Term

AM = the monthly average, rounded to two decimal places, of the weekly Caribbean, fob, ammonia prices from 1st day of the month that is four (4) months prior to the first month of the current calendar quarter to the last day of the month that is two (2) months prior to the first month of the current calendar quarter, as published in the weekly "FERTECON AMMONIA REPORT", under the headings, "FERTECON PRICE SERVICE", "AMMONIA PRICE INDICATIONS", "FOB PRICES", "CARIBBEAN", expressed in US\$ per metric ton for anhydrous ammonia. If a range of prices is published for a given week, then an arithmetic average of the low and high prices (unrounded) shall be used. If a price is not published for a given week within the relevant calendar month then the previous week's price shall be used.

4. Certain Defined Terms. Capitalized terms used, but not otherwise defined in this Amendment No. 3, have the meanings ascribed to them in the Agreement.
5. Ratification and Authority. The Agreement, as amended by this Amendment No. 3, is hereby ratified and, except as expressly modified by this Amendment No. 3, remains in full force and effect. Each of Seller and Buyer possesses all requisite corporate power and authority to enter into this Amendment No. 3 and ratify the Agreement, as amended by this Amendment No. 3. The Agreement and this Amendment No. 3 have been duly executed and delivered by each of Seller and Buyer.
6. Governing Law and Dispute Resolution. This Amendment No. 3 will be governed by and construed in accordance with Section 23 of the Agreement.
7. Counterparts and Electronic Copies. This Amendment No. 3 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. 3. This Amendment No. 3 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.

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Amendment No. 3 to be executed and delivered by its duly authorized representative as of the date first above written.

Seller:

INV Nylon Chemicals Americas, LLC

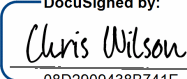
By: 

Name: DANIEL J KOTKIN

Title: AUTHORIZED SIGNATORY

Buyer:

SOLVAY SPECIALTY POLYMERS USA, L.L.C

By: 
-08D2909438B741E...

Name: _____

Title: _____