

**AMENDMENT NO. 3
TO
ADI-PURE® ADIPIC ACID SALES AGREEMENT**

This Amendment No. 3 (this "Amendment No. 3") to the Adi-pure® Adipic Acid Sales Agreement is made and entered as of January 1, 2021, by and among INV Nylon Chemicals Americas, LLC ("Seller" or "INVISTA") and Hallstar Industrial Solutions Company ("Buyer" or "Hallstar").

- 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 Buyer. All references of Buyer as The HallStar Company are hereby deleted and replaced by Hallstar Industrial Solution Company. For avoidance of doubt, Hallstar Industrial Solutions Company is the Buyer for the Contract Term, and as such Hallstar Industrial Solutions Company assumes all responsibilities and obligations herein.
- 2. Amendment of Seller. All references of Seller as INVISTA S.à.r.l. are hereby deleted and replaced by INV Nylon Chemicals Americas, LLC. For avoidance of doubt, INV Nylon Chemicals Americas, LLC is the Seller for the Contract Term, and as such INV Nylon Chemicals Americas, LLC assumes all responsibilities and obligations herein.
- 3. Amendment of Section 1 (Contract Term). Section 1 of the Sales Agreement is hereby deleted and replaced in its entirety as follows:

"The term of this Agreement commences on January 1, 2014 and will continue up to and including December 31, 2022 (the "Term"). The Parties may extend this agreement for additional 24 month Terms (the "Renewal Terms"), by either party providing to the other party, no later than sixty (60) days before the expiry of the then-current Term, written notice of that Party's desire to extend the term of the Agreement, which is subject to the other Party's written agreement, due no later than fourteen (14) days after receipt of the extension notice. Together, the initial Contract Term and any Renewal Terms, if exercised by the parties, is referred to as the "Term."

- 4. Amendment of Section 4 (Quantity). Section 4, subsections (a) and (b) of the Sales Agreement are hereby amended as follows:
 - (a) During the Term, Buyer shall order and purchase from Seller at least the minimum quantities of Product as set forth below:
 - a. Minimum Annual Quantity: 4,500 tons
 - b. Minimum Monthly Quantity: 360 tons
 - (b) Seller will not be obligated to sell or deliver to Buyer any quantity of Product in excess of the maximum quantities set forth below:
 - a. Maximum Annual Quantity: 6,000 tons
 - b. Maximum Monthly Quantity: 550 tons

c. Maximum Annual Quantity of Bagged Product: 750 tons

Product	Minimum Annual Contract Quantity	Maximum Annual Contract Quantity
Adi-pure® Adipic Acid	4,500 Metric Tons	6,000 Metric Tons

5. Amendment of Buyer's Facility. Section of the Sales Agreement relating to Buyer's Facility is hereby deleted and replaced in its entirety as follows:

"Production Location for Product is Seller's facility in Victoria, Texas. Shipping location for railcar deliveries is Seller's facility in Victoria, Texas. Shipping locations for bulk truck and bagged deliveries are Bulkmatic Transport facilities in Morrisville, PA, Chicago Heights, IL, any other facility at Seller's election. At any time during the Term of this Agreement, Seller reserves the right to fulfill any requirements contained in this Agreement through a third-party packager of Seller's choosing. Seller will work with Buyer to define any new terms of service applicable to such transition."

6. Amendment of Payment Terms. Section of the Sales Agreement relating to Payment Terms is hereby deleted and replaced in its entirety as follows:

"Payments are due net forty-five (45) days, via wire transfer in immediately available funds, from the date of Seller's invoice."

7. Amendment of Delivery Terms. Section of the Sales Agreement relating to Delivery Terms is hereby deleted and replaced in its entirety as follows:

"Deliveries of Product shall be made in full railcars or full truck load quantities (minimum 20 metric tons for shipments in bulk hopper trucks).

Railcars will be delivered DAP (INCOTERMS 2010) Buyer's facility.

Bulk Shipments will be delivered DAP (INCOTERMS 2010) Buyer's Facility.

Packaged Shipments will be delivered FCA (INCOTERMS 2010) Buyer's Facility."

8. Amendment of Appendix II (Product Pricing). Appendix II of the Sales Agreement is hereby deleted and replaced as follows:

(a) Price: The Selling Price (P) for Product will be determined each calendar month, with a pricing sheet accompanying the monthly price notification.

The Selling Price will be determined using the following formula:

$$P = P_c + 229 \cdot (BZ) + 0.27 \cdot (NH_3 + 33) + 38 \cdot (NG)$$

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, Price may also be shown in US\$ per lb calculated by dividing selling price in US\$ per metric ton by 2204.623 and rounding to the nearest two decimal places (\$X.XX/lb).

Pc =

US\$ 690 per metric ton for Full Truckloads of Bulk Hopper Trucks and Full Truckloads of SuperSacks

US\$ 605 per metric ton for Railcar shipments (DAP Buyer's Facility in Bedford Park, IL)

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 current month, rounded to three decimal places.

NH3 = the monthly average, rounded to two decimal places, of the weekly Caribbean, fob, ammonia prices for the month two months prior to the month product is shipped, for each week that falls within the relevant calendar month, 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.

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 Product is shipped.

- (b) 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.

9. Licensed Use of Unloading Equipment: Subject to the terms and conditions of this Agreement, INVISTA hereby grants to Buyer, and Buyer hereby accepts a limited, nontransferable, nonexclusive, revocable, royalty-free license to use INVISTA-owned equipment as defined in Exhibit A for use in unloading or transloading Product purchased by Buyer from INVISTA under this Agreement (the "Leased Equipment") during the Term of this Agreement. Buyer will use and protect the Leased Equipment in accordance with good industry standards and compliance with applicable laws, rules and regulations. Buyer may not, in whole or part, sublicense, assign, or otherwise transfer the rights granted hereunder. All rights not specifically granted to Buyer hereunder are reserved to INVISTA. Notwithstanding anything else in this Agreement, Buyer shall indemnify, defend, and hold INVISTA harmless from and against any and all claims, suits, obligations, actions, demands, proceedings, losses, risks, awards, settlements, judgments, liabilities, costs, expenses, and damages (including, without limitation, attorney's fees and court costs, and any damage to the Leased Equipment regardless of how caused) directly or indirectly based on, arising from, or related to (a) any breach of Buyer's obligations

under this Agreement, (b) the sale or use of Products or the operations or business conducted by Buyer, or (c) Buyer's use of the Leased Equipment.

10. Certain Defined Terms: Capitalized terms used, but not otherwise defined in this Amendment No. 3, have the meanings ascribed to them in the Sales Agreement.

11. Ratification and Authority: The Sales 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 Sales Agreement, as amended by this Amendment No. 3. The Sales Agreement and this Amendment No. 3 have been duly executed and delivered by each of Seller and Buyer.

12. Governing Law and Dispute Resolution: This Amendment No. 3 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. 3, 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.

12. 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.

[Signature Page Follows]

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 S KOTKIN

Title: AUTHORIZED SIGNATORY

Buyer:

Hallstar Industrial Solutions Company

By: 

Name: Carmen Masciantonio

Title: President, Industrial Solutions