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October 21, 2012

Via electronic mail

INVISTA
c/o Mark Vowell
Hunton & Williams LLP
(email: mvowell@hunton.com)

Re: Final Terms for Amendment to Lease Agreement (“Lease”) between West Orange-Cove Consolidated Independent School District (“WOCCISD” or “District”) and INVISTA S.á r.l. (“Invista”) for WOCCISD Property located at 2020 Western Avenue, Orange, Texas (“Property”)

Dear Mark:

Based on our email exchanges and telephone calls, below is set forth the final terms agreed upon by WOCCISD and Invista to be incorporated into the amendment to the Lease:

- The effective date of the amendment will be November 1, 2012.
- The term of the lease will be revised to expire on December 31, 2014 (“Expiration Date”) subject to the right of termination as set forth below.
- Based on the current 33,844 square feet of space occupied by Invista under the Lease, Invista will pay to WOCCISD a one-time, non-refundable rent payment of \$540,000.00 due at execution of the amendment with monthly rent reduced to \$5,000.00 per month.
- If Invista requests and WOCCISD agrees to lease any additional space to Invista in excess of the 33,844 square feet, in addition to the \$5,000 per month, Invista will pay the District \$.65 per square foot of additional square feet on a monthly basis.
- Invista shall have the right to terminate the Lease without cause upon ninety (90) days written notice to the District.
- WOCCISD shall have the right to terminate without penalty in the event that WOCCISD requires use of the leased premises for its school district purposes. In the event of termination for use of the District’s purposes, to the extent possible, the District will give Invista at least ninety (90) days notice.



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- In the event that WOCCISD terminates the Lease prior to December 31, 2014 for a reason other than default by Invista or in the event that WOCCISD sells the Property by or under a threat of condemnation by an entity other than WOCCISD, WOCCISD agrees to reimburse to Invista a pro-rated amount of the one-time rental fee of \$540,000.00, the amount of the pro-ration being calculated by dividing the one-time rent fee by the number of months between the effective date of the amendment and the Expiration Date and multiplying that monthly amount times the number of months remaining between the date of termination and the Expiration Date. Additionally, in the event of termination under this provision, WOCCISD will pay Invista \$50,000.00 for moving expenses.
- WOCCISD will be responsible for maintenance and repair of the roof, the HVAC systems, and other capitalized items as defined by the Texas Education Agency (the specifics of which will be included in the Lease amendment) and Invista will be responsible for all maintenance and repairs for the leased premises and for paying all its utility costs for its space.
- The District will determine if it will disconnect utilities from the remainder of the Building.
- In the event that Invista elects to make any alterations or improvements to the leased premises, it must submit its plans and specifications to the District for review and if approved by the District, must construct the alterations or improvements in conformity with the approved plans and by qualified contractors. Invista will obtain waivers of liens from all contractors and indemnify the District for any claims made by contractors.
- Invista will be required to repair any damages to the Property caused by Invista, its employees, agents, or contractors and restore the Property to substantially the same condition as prior to the effective date of the Lease amendment, except for normal wear and tear. Invista shall not be responsible for replacing any obsolete equipment or any items for which WOCCISD is responsible. In any approvals granted for Invista's requested alterations and improvements, WOCCISD shall include a statement as to whether such improvements and alterations by Invista must be removed and commensurate restoration of the leased premises shall be made at the expiration of the Lease or earlier termination of the Lease by Invista.
- WOCCISD will agree not to sell the building or Property prior to December 31, 2014, unless (i) the Lease is terminated by WOCCISD as a result of a default by Invista; (ii) the Lease is terminated by Invista; or (iii) the Property is sold to a party, other than WOCCISD, exercising the power of eminent domain or under threat of condemnation.



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The foregoing terms are non-binding on either party. No modification or amendment to the Lease shall be effective until (1) the WOCCISD Board of Trustees approves the terms of the Lease amendment; and (2) both parties have signed the final version of the Lease amendment incorporating terms agreed upon by the parties.

Very truly yours,

Thompson & Horton LLP

A handwritten signature in black ink, appearing to read 'Maureen R.M. Singleton', with a stylized flourish at the end.

Maureen R.M. Singleton

MRMS/sr

Agreement by INVISTA:

By: _____

cc: Ms. Melinda James
Exec. Director of Finance Operations
West Orange-Cove CISD
P.O. Box 1107
Orange, TX 77631-1107
(via electronic mail)