

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement ("Agreement") is made as of this 28th day of March, 2014 by and between SABIC Innovative Plastics US LLC ("SABIC"), Wickham Industries, Inc., ("Wickham Glass") and the Sedgwick County, Kansas ("Sedgwick County"). Wickham Glass, Sedgwick County and SABIC may individually be referred to as "the Party", and collectively referred to as "the Parties".

RECITALS

WHEREAS, in September of 2006, GE Polymershapes (n/k/a SABIC Polymershapes LLC d/b/a Insulgard Security Products)("SABIC Insulgard") provided 104 pieces of Torgard 40 product (the "Product") to Wickham Glass, a commercial glazing subcontractor;

WHEREAS, in early 2007, Wickham Glass installed the Product in the main entrance and office area of Sedgwick County's building;

WHEREAS, in April of 2009, Wickham Glass contacted SABIC Insulgard regarding potential delamination issues with Product installed in Sedgwick County's building (the "Delamination Issue");

WHEREAS, in 2012, SABIC initiated an onsite inspection of the Product and performed analytical testing on pieces of the Product at SABIC's Mt. Vernon, Indiana facility, the results of which did not determine a definitive root cause of the Delamination Issue;

WHEREAS, SABIC and Sedgwick County have encountered certain disagreements relative to the Delamination Issue and who bears responsibility; and

WHEREAS, in order to avoid the expense, uncertainty, and expenditure of time and effort involved in the controversies between them, the parties wish to settle such matter as set forth in this Agreement and they understand and agree that this Agreement is not to be construed as an admission of liability, or any concession by either party to the claims or defenses of the other.

NOW THEREFORE, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. **Settlement Amount.** Within 15 days of Sedgwick County signing this Agreement, SABIC agrees to pay Sedgwick County the sum of Fifty Four Thousand Dollars (\$54,000) as full and final payment for all sums due and owing by SABIC to Sedgwick County.
2. **Release.** Upon receipt of payment noted in Section 1, and in consideration thereof, Sedgwick County, Wickham Glass and their affiliates, directors, officers and employees fully, finally and completely release SABIC and its parents, predecessors, successors, subsidiaries, affiliates, business operating units, past, present and future officers, directors, employees, agents, attorneys, representatives and assigns from any and all future claims, actions, demands and/or causes of action, of whatever character, whether known or unknown, described in, or otherwise arising from, relating or, or in any way connected with, the Product and/or the Delamination Issue. Furthermore, Sedgwick County, its affiliates, directors, officers and employees also agree to fully, finally and completely release Wickham Glass and its parents, predecessors, successors, subsidiaries, affiliates, business operating units, past, present and future officers, directors, employees, agents, attorneys, representatives and assigns from any and all future claims, actions, demands and/or causes of action, of whatever character, whether known or unknown, described in, or otherwise arising from, relating or, or in any way connected with, the Product and/or the Delamination Issue.
3. **Full and Final Compromise.** This Agreement is the result of arms-length negotiations between the Parties and no provision shall be construed against or interpreted to the disadvantage of any Party by

any court or governmental authority for the reason that one Party or the other drafted portions of this Agreement.

4. Representations and Warranties. The Parties each represent, warrant and agree that they (a) are authorized to enter into this Agreement on behalf of the Parties listed below; and (b) are ready, willing and able to comply with the terms and obligations hereunder.

5. Miscellaneous Provisions. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of New York, without giving effect to its conflict of law rules. This provision is neither intended nor shall be interpreted as any waiver, acknowledgement or stipulation as to either jurisdiction or venue in any specific location or judicial or quasi-judicial forum. This Agreement represents the entire agreement between the Parties. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the Parties. Neither Party may assign any of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

6. Benefit of Counsel; Informed Review. Each Party to this Agreement acknowledges and represents to each of the other Parties to this Agreement that: (a) the provisions of this Agreement and their legal effect have been fully explained to it by its own counsel; (b) it has received independent legal advice from counsel of its own selection; (c) it fully understands the facts and has been fully informed as to its legal rights and obligations under this Agreement; (d) this Agreement is being entered into and signed by each of the Parties to this Agreement, knowingly, freely, and voluntarily, after having received such legal advice and with such knowledge; and (e) the execution and delivery of this Agreement by each Party to this Agreement is not the result of any duress or undue influence. BY EXECUTING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES AND REPRESENTS TO THE OTHER PARTY THAT IT HAS READ THE ENTIRE AGREEMENT.

IN WITNESS WHEREOF, the Parties to this Agreement have executed and delivered this Agreement as of the date and year first above written.

SABIC INNOVATIVE PLASTICS US LLC	SEDGWICK COUNTY COMMISSION	WICKHAM INDUSTRIES, INC.
Signed: _____	Signed: _____	Signed: _____
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____

Approved As To Form