

TERMINATION OF AGREEMENT AND MUTUAL RELEASE

This Termination of Agreement and Mutual Release ("Agreement") is by and among the MCKINNEY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation ("MEDC"), and WISTRON GREENTECH (TEXAS) CORPORATION, a Texas corporation ("WGTX").

WHEREAS, MEDC and WGTX entered into that certain Loan Agreement and Related Documents, dated effective as of April 1, 2014 ("Loan Agreement"), related to the expansion of its manufacturing facility at 2101 Couch Drive, McKinney, Texas; and

WHEREAS, MEDC and WGTX desire to terminate the Loan Agreement and release each other from any further obligations under the Loan Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.1. "Adoption Date" will mean the date upon which the MEDC Board of Directors authorizes and approves this Agreement.

1.2 Capitalized terms not otherwise defined herein will have the meanings set forth in the Loan Agreement.

ARTICLE II

TERMINATION

2.1 On the Adoption Date, the Loan Agreement will be terminated, and the parties will be relieved of all rights and obligations under the Loan Agreement.

ARTICLE III

MUTUAL RELEASE

3.1 MEDC hereby releases WGTX as well as its officers, directors, members, partners, affiliates, representatives, agents and employees from all claims or causes of action that arise or may arise from or are related in any way to this Agreement or the Loan Agreement.

3.2 WGTX hereby releases MEDC as well as its officers, directors, representatives, agents and employees from all claims or causes of action that arise or may arise from or are related in any way to this Agreement or the Loan Agreement.



ARTICLE IV

GENERAL PROVISIONS

4.1 Severability. In the event any provision of this Agreement will be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement will, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

4.2 Amendment. No alteration of or amendment to this Agreement will be effective unless given in writing and signed by all of the parties hereto.

4.3 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement.

4.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

4.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same document.

The parties hereto have duly executed this Agreement to be effective as of the Adoption Date.

MEDC:

McKINNEY ECONOMIC DEVELOPMENT CORPORATION,

a Texas non-profit corporation

By: 
PETER TOKAR III
President

Date Signed: _____

By: _____
JASON BURRESS
Chairman

Date Signed: _____

WGTX:

**WISTRON GREENTECH (TEXAS)
CORPORATION,**
a Texas corporation

By: Jerry N. Wang 10/6-18'
JERRY WANG
General Manager

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax