

AMENDMENT to
JPY735,400,000,000 TERM LOAN
FACILITIES AGREEMENT

for

RENESAS ELECTRONICS CORPORATION

arranged by

MUFG BANK, LTD.
MIZUHO BANK, LTD.

with

MUFG BANK, LTD.
acting as Payment Agent

MIZUHO BANK, LTD.
acting as Facility Agent

MUFG BANK, LTD.
acting as Security Agent

THIS AMENDMENT AGREEMENT (this "**Amendment Agreement**") is dated 30 June 2021 and made between:

- (1) **Renesas Electronics Corporation** (the "**Company**");
- (2) **MUFG Bank, Ltd.** and **Mizuho Bank, Ltd.** as mandated lead arrangers (whether acting individually or together, the "**Arranger**");
- (3) **The financial institutions** listed in Schedule 1 as lenders (the "**Original Lenders**");
- (4) **MUFG Bank, Ltd.** as payment agent of the other Finance Parties (the "**Payment Agent**");
- (5) **Mizuho Bank, Ltd.** as facility agent of the other Finance Parties (the "**Facility Agent**"); and
- (6) **MUFG Bank, Ltd.** as security agent of the other Finance Parties (the "**Security Agent**").

BACKGROUND:

- (A) This agreement is supplemental to and amends a JPY735,400,000,000 Term Loan Facilities Agreement dated 8 February 2021 (the "**Facilities Agreement**") between the Company, the Arranger, the Original Lenders, the Payment Agent, the Facility Agent and the Security Agent, under which the Original Lenders agreed to make available term loan facilities to the Company on the terms and conditions set out therein.
- (B) The Company is in the process of the Pre-Closing Date Public Offering (as defined in the Facilities Agreement).
- (C) Under a notice dated 22 April 2021 issued pursuant to Clause 7.2 (Voluntary cancellation) of the Facilities Agreement, the Company has previously cancelled JPY70,000,000,000 of the Total Facility D Commitments (the "**Partial Cancellation**").
- (D) In connection with the Pre-Closing Date Public Offering and further to the Partial Cancellation, the Parties wish to amend the Facilities Agreement to reflect certain changes requested by the Company in a letter dated 15 June 2021 and subsequently agreed between them and the reduction in the Total Facility D Commitments as a result of the Partial Cancellation.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Unless defined in this Amendment Agreement, a term defined in the Facilities Agreement has the same meaning in this Amendment Agreement.

1.2 **Construction**

Clause 1.2 (*Construction*) of the Facilities Agreement will be deemed to be set out in

full in this Amendment Agreement *mutatis mutandis*.

1.3 **Finance Document**

It is agreed that this Amendment Agreement will constitute a Finance Document for the purposes of the Facilities Agreement.

2. **AMENDMENTS**

The Parties agree that, with effect on and from the Effective Date (as defined below), the Facilities Agreement shall be amended as follows:

- 2.1 A new definition of "First Amendment Agreement" shall be added to Clause 1.1 of the Facilities Agreement as follows:

"First Amendment Agreement" means the amendment agreement between the Parties dated 30 June 2021, in relation to this Agreement.

- 2.2 The definition of "Total Facility B Commitments" in Clause 1.1 of the Facilities Agreement shall be deleted in its entirety and replaced with the following:

"Total Facility B Commitments" means the aggregate of the Facility B Commitments, being JPY0 at the date of the First Amendment Agreement.

- 2.3 The definition of "Total Facility C Commitments" in Clause 1.1 of the Facilities Agreement shall be deleted in its entirety and replaced with the following:

"Total Facility C Commitments" means the aggregate of the Facility C Commitments, being JPY320,000,000,000 at the date of the First Amendment Agreement, as such may be cancelled or reduced in accordance with this Agreement.

- 2.4 The definition of "Total Facility D Commitments" in Clause 1.1 of the Facilities Agreement shall be deleted in its entirety and replaced with the following:

"Total Facility D Commitments" means the aggregate of the Facility D Commitments, being JPY39,500,000,000 at the date of the First Amendment Agreement, as such may be cancelled or reduced in accordance with this Agreement.

- 2.5 Schedule 1 of the Facilities Agreement shall be deleted in its entirety and replaced with a new Schedule 1 attached to this Amendment Agreement.

- 2.6 The Facilities Agreement is amended only to the extent set out in this Amendment Agreement. In all other respects the terms of the Facilities Agreement remain in full force and effect.

3. **EFFECTIVE DATE**

The amendments in Clause 2 above will become effective on and from the date (the **"Effective Date"**) on which:

- 3.1 an additional JPY125,000,000,000 has been paid into each Lender's Pledged Bank Account (meaning that, following such payment, the total credit balance of each

Lender's Pledge Bank Account is JPY160,000,000,000); and

3.2 the Company has entered into an additional Account Pledge Agreement in respect of such additional JPY125,000,000,000 standing to the credit of each Pledge Bank Account.

4. **REPRESENTATIONS**

The Company confirms to each Finance Party that the Repeating Representations are true or, to the extent not qualified by materiality or Material Adverse Effect, are true in all material respects as at the date of this Amendment Agreement and as at the Effective Date.

5. **MISCELLANEOUS**

5.1 The Facilities Agreement and this Agreement will, from the Effective Date, be read and construed as one document.

5.2 The provisions of Clause 37 (*Governing Law*) and Clause 38 (Enforcement) of the Facilities Agreement shall apply to this Amendment Agreement as if set out in this Amendment Agreement, *mutatis mutandis*, but as if references in those Clauses to the Facilities Agreement were references to this Amendment Agreement.

5.3 This Amendment Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single instrument, and which counterparts may be delivered by electronic means (including .pdf format).

This Amendment Agreement has been entered into on the date stated at the beginning of this Amendment Agreement.

COMPANY:

RENESAS ELECTRONICS CORPORATION

By: _____



ARRANGER, ORIGINAL LENDER, PAYMENT AGENT and SECURITY AGENT:

MUFG BANK, LTD.

By: 

ARRANGER, ORIGINAL LENDER and FACILITY AGENT:

MIZUHO BANK, LTD.

By: _____



SCHEDULE 1
THE ORIGINAL LENDERS

Name of Original Lender	Facility A Commitment (JPY)	Facility B Commitment (JPY)	Facility C Commitment (JPY)	Facility D Commitment (JPY)
MUFG Bank, Ltd.	152,950,000,000	0	160,000,000,000	19,750,000,000
Mizuho Bank, Ltd.	152,950,000,000	0	160,000,000,000	19,750,000,000
TOTAL	305,900,000,000	0	320,000,000,000	39,500,000,000