



To: Renesas Electronics Corporation (the “Company”)

8 February 2021

Dear Sirs,

**Conditions Precedent Satisfaction Letter**

**1. Introduction**

We refer to the facilities agreement dated 8 February 2021 and made between, among others, the Company and MUFG Bank, Ltd. as payment agent (the “**Facilities Agreement**”).

Capitalised terms defined in the Facilities Agreement have the same meaning when used in this letter.

**2. Confirmation**

We are pleased to confirm that the documents and evidence set out in Schedule 2 (*Conditions precedent*) of the Facilities Agreement (other than those listed in Items 6(a) and 6(b) thereof) have been received in form and substance satisfactory to the Payment Agent.

The condition precedent listed in Item 6(a) of Schedule 2 (*Conditions precedent*) of the Facilities Agreement does not need to be in agreed form. The condition precedent listed in Item 6(b) of Schedule 2 (*Conditions precedent*) of the Facilities Agreement is in agreed form. The conditions precedent listed in Item 6(a) and Item 6(b) of Schedule 2 (*Conditions precedent*) of the Facilities Agreement are not required to be in form and substance satisfactory to any of the Finance Parties. These conditions, which are required to be delivered before the funding of any utilisation under the Facilities Agreement, will be unconditionally and irrevocably satisfied when the relevant documents are delivered to us as the Payment Agent.

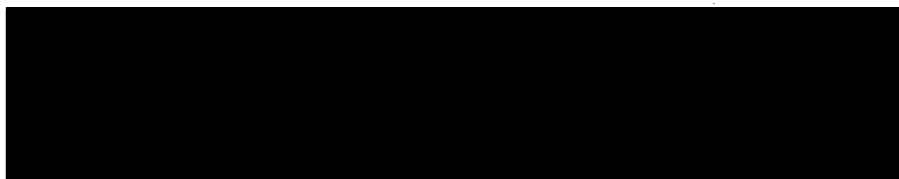
**3. Basis of confirmation**

This letter is issued solely in order to inform you of the present status of the conditions precedent to the making of Utilisations under the Facilities Agreement.

**4. Governing law**

This letter and any non-contractual obligations arising out of or in connection with it are governed by the laws of Japan.

Yours faithfully,



For  
**MUFG BANK, LTD.**  
in its capacity as Payment Agent