

To: MUFG Bank, Ltd.

8 February 2021

## Fee Letter

Dear Sirs,

This fee letter (this "**Fee Letter**") is executed and delivered to MUFG Bank, Ltd. (the "**Bank**") as mandated lead arranger, payment agent and security agent, in connection with the JPY 735,400,000,000 Term Loan Facilities Agreement (the "**Facilities Agreement**") dated 8 February 2021 by and between, among others, Renesas Electronics Corporation (the "**Borrower**") and the Bank. Capitalized terms used but not defined herein shall have the meanings set forth in the Facilities Agreement.

In connection with the Loans under the Facilities Agreement, the Borrower hereby agrees as follows:

1. **Fee Letter**

This letter is a Fee Letter, as defined in the Facilities Agreement.

2. **Arrangement Fees**

(a) On the date of the Facilities Agreement, the Borrower shall pay to the Bank as mandated lead arranger (the "**Arranger**"), by the method separately agreed between the Borrower and the Arranger, the first arrangement fee equal to:

- (i) 3.75bps of 50% of the aggregate commitment amount of Facility A;
- (ii) 3.75bps of 50% the aggregate commitment amount of Facility B;
- (iii) 1.875bps of 50% the aggregate commitment amount of Facility C; and
- (iv) 1.875bps of 50% the aggregate commitment amount of Facility D,

together with any consumption tax or any other taxes (if applicable) in JPY.

(b) On the earlier of (A) the date of the special resolutions by the shareholders of the Target approving the implementation of the Scheme or (B) the date on which the Offer has been declared unconditional, the Borrower shall pay to the Arranger, by the method separately agreed between the Borrower and the Arranger, the second arrangement fee equal to:

- (i) 3.75bps of 50% of the aggregate commitment amount of Facility A;
- (ii) 3.75bps of 50% the aggregate commitment amount of Facility B;
- (iii) 1.875bps of 50% the aggregate commitment amount of Facility C; and
- (iv) 1.875bps of 50% the aggregate commitment amount of Facility D,

together with any consumption tax or any other taxes (if applicable) in JPY.

(c) For the avoidance of doubt, the aggregate commitment amount of each Facility

used in the calculation under paragraphs (a) and (b) above shall be the aggregate commitment amount of each Facility as of the date of the Facilities Agreement and no subsequent change to the commitment amount of any Facility will be considered in the calculation.

3. **Drawdown Fee**

- (a) On the Closing Date, the Borrower shall pay to the Arranger, by the method separately agreed between the Borrower and the Arranger, the drawdown fee equal to:
  - (i) 7.5bps of 50% of the aggregate commitment amount of Facility A;
  - (ii) 7.5bps of 50% the aggregate commitment amount of Facility B;
  - (iii) 3.75bps of 50% the aggregate commitment amount of Facility C; and
  - (iv) 3.75bps of 50% the aggregate commitment amount of Facility D,together with any consumption tax or any other taxes (if applicable) in JPY.
- (b) For the avoidance of doubt, the aggregate commitment amount of each Facility used in the calculation under paragraph (a) above shall be the aggregate commitment amount of each Facility as of the date of the Facilities Agreement and no subsequent change to the commitment amount of any Facility will be considered in the calculation.

4. **Agent Fees**

- (a) The Borrower shall pay to the Bank as payment agent and security agent (the "**Agent**") for its own account, an agent fee (the "**Agent Fee**") of JPY 20 million per annum, together with any consumption tax or any other taxes (if applicable).
- (b) The Agent Fee is payable annually in advance until the termination of the Facilities Agreement and the repayment of all amounts thereunder; provided, however, that the Agent Fee for the first year shall be payable on the date of the Facilities Agreement in a lump sum.

5. **Duration Fees**

- (a) On the date falling 90 days from the Closing Date, the Borrower shall pay to the Bank as Arranger, a duration fee of 15bps of the aggregate amount of its participation in any outstanding Loans under the Facility B, together with any consumption tax or any other taxes (if applicable) in JPY.
- (b) On the date falling 180 days from the Closing Date, the Borrower shall pay to the Bank as Arranger, a duration fee of 15bps of the aggregate amount of its participation in any outstanding Loans under the Facility B, together with any consumption tax or any other taxes (if applicable) in JPY.

6. **Non-refundable**

Unless required by the applicable law or regulation, any fee once paid under this Fee Letter is non-refundable and non-creditable against other fees payable in connection with the Facilities Agreement.

7. **Nature of fees**

The Borrower hereby acknowledges and confirms that the fees payable under this Fee Letter are compensation for the services rendered by the Bank in its capacity as the Arranger or the Agent in connection with the transactions contemplated by the Facilities Agreement but not for the making of any Loan by the Bank as a Lender under the Facilities Agreement.

8. **Rounding down**

Amounts payable by the Company under this Fee Letter shall be rounded down to the nearest one (1) Yen.

9. **Amendment**

Any amendment or termination of this Fee Letter may be effected only by a written instrument signed by the Borrower and the Bank.

10. **Governing Law and Jurisdiction**

This Fee Letter is governed by Japanese law. The Tokyo District Court has non-exclusive jurisdiction for the first instance to settle any dispute arising out of or in connection with this Fee Letter.

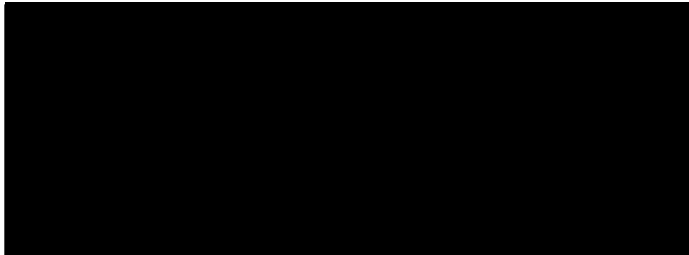
[Signature page follows]

**Fee Letter (MUFG Bank, Ltd.)**

Borrower

**RENESAS ELECTRONICS CORPORATION**

By:  
Name:  
Title:



Date: February 8, 2021