

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 1th day of April, 2018

BETWEEN:

London Bank PLC of 1 Triton Square, London
(the "Lender")

OF THE FIRST PART

AND

British Semiconductors PLC of 2 Triton Square, London
(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfil the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan £10,000,000.00 GBP to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of 3.00 percent per annum, calculated yearly not in advance, beginning on 6 April 2018.

Payment

2. This Loan will be repaid in consecutive yearly instalments of interest only commencing on 6 April 2018 and continuing on the 6th of April of each following year until 5 April 2023 with the balance then owing under this Agreement being paid at that time.

Default

3. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
4. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment, interest at the rate of 6.00 percent per annum, calculated yearly not in advance, will be charged on the outstanding amount, commencing the day the principal amount is declared due and payable, until full payment is received by the Lender.

Sanctions

5. If the Borrower repays the loan early, they will be charged a fee equivalent to the remaining interest to be paid until the agreed date of the repayment.
6. In the case in which the Borrower is late with an interest repayment, the interest at the rate of 6.00 percent per annum, calculated yearly not in advance, will be charged on the outstanding amount, commencing with the day until which that said payment should have been made.
7. In the case in which the Borrower is late with the repayment of the loan, they will be charged a fee of £50,000.00 GBP.

Governing Law

8. This Agreement will be construed in accordance with and governed by the laws of the Country of England.

Costs

9. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

Binding Effect

10. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

11. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

12. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

13. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

14. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 6th day of April, 2018.

SIGNED, SEALED AND DELIVERED

before me, this 1th day of April, 2018

London Bank PLC

per: _____(SEAL)

SIGNED, SEALED AND DELIVERED

before me, this 1th day of April, 2018

British Semiconductors PLC

per: _____(SEAL)