

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 28, 2020**

ACM Research, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-38273 (Commission File Number)	94-3290283 (IRS Employer Identification No.)
42307 Osgood Road, Suite I Fremont, California (Address of Principal Executive Offices)		94539 (Zip Code)

Registrant's telephone number, including area code: **(510) 445-3700**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	ACMR	NASDAQ Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934:

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

NOTE: ACM Research, Inc., or ACM Research, conducts its business operations principally through its subsidiary ACM Research (Shanghai), Inc., or ACM Shanghai. Unless the context requires otherwise, references in this report to “our,” “we” and similar terms refer to ACM Research and its subsidiaries, including ACM Shanghai, collectively. For purposes of this report, amounts in Renminbi, or RMB, have been translated into U.S. dollars solely for the convenience of the reader. Unless otherwise indicated, the translations have been made at the conversion rate of RMB 6.52759 to U.S. \$1.00 effective as of December 31, 2020, (source: State Administration of Foreign Exchange of the People’s Republic of China).

Item 1.01. Entry into a Material Definitive Agreement.

In May 2020 ACM Shanghai, through its wholly owned subsidiary Shengwei Research (Shanghai), Inc. or Shengwei, entered into an agreement for a fifty-year land use right in the Lingang region of Shanghai. In July 2020 Shengwei began a multi-year construction project for a new development and production center in the Lingang Industrial Zone, with the objective of commencing production at the new facility in late 2022. The planned 1,000,000 square foot facility will incorporate state-of-the-art manufacturing systems and automation technologies, and will provide the floor space to support significantly more production capacity and related research and development activities when fully staffed and supplied.

In connection with the Lingang facility project, on October 28, 2020, Shengwei Semiconductor Equipment (Shanghai) Co., Ltd., which is an indirectly wholly owned subsidiary of ACM Shanghai and which we refer to below as the “Property Subsidiary,” entered into four Shanghai Public Rental Housing Overall Pre-Sale Contracts, or the Pre-Sale Contracts, with Shanghai Lingang Industrial Zone Public Rental Housing Construction and Operation Management Co., Ltd. The Pre-Sale Contracts provide for the Property Subsidiary’s purchase of four apartment buildings and corresponding land use rights, or the Property, for an aggregate purchase price of approximately \$40 million. Under the Pre-Sale Contracts, the Property Subsidiary will receive the Property before October 31, 2021 as part of a pilot project of public housing in the “rent before sale” park in the Lingang Industrial Zone. The Pre-Sale Contracts stipulate that, for a ten-year term, the Property Subsidiary will be obligated to manage the apartment units on the Property for public rental use in accordance with public rental housing standards and to rent the apartment units to employees of ACM Shanghai and its subsidiaries who work in the Lingang Industrial Zone. After the ten-year term expires, the Property Subsidiary may use the apartment units as stock of commercial housing and may sell them separately in sets.

The offer of employee housing for rental and subsequent sale is a common practice in Shanghai, and we consider the offer of employee housing in connection with the Lingang facility to be an important strategic incentive to attract and retain key employees. We have trained many of our key engineers and managers for more than a decade, and retention of these key employees is critical to secure our future growth and technology development. Management believes the purchase price being paid by the Property Subsidiary for the apartment units represents a significant discount to the current market rate for similar properties in the local commercial market.

The foregoing summary of the Pre-Sale Contracts is qualified in its entirety by reference to the text of the agreements, the form of which is being filed as Exhibit 10.01 to this report, as supplemented by the schedule filed as Exhibit 10.01(a) to this report, both of which exhibits are incorporated in this report by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On November 19, 2020, in connection with the financing of the Pre-Sale Contracts, the Property Subsidiary entered into a Loan and Mortgage Contract, or the Loan Agreement, with China Merchants Bank Co., Ltd., Shanghai Pilot Free Trade Zone Lin-Gang Special Area Sub-branch, or the Lender, pursuant to which the Property Subsidiary obtained a loan in the aggregate amount of \$19.6 million related to the purchase of the Property.

Interest Rate. Principal outstanding under the Loan Agreement bears interest at a rate per annum of 4.65%.

Term; Scheduled Repayment. The loan under the Loan Agreement has a term of ten years, and will be repaid in 120 equal installments of principal and interest, approximately \$206,000 per month, beginning in December 2020.

Optional Prepayment. The Property Subsidiary may prepay, without penalty, outstanding principal and interest from time to time with 30 days written notice to the Lender.

Mortgage. The Property is mortgaged in favor of the Lender to secure the Property Subsidiary's obligations under the Loan Agreement.

Guarantee. ACM Shanghai has guaranteed all of the Property Subsidiary's obligations under the Loan Agreement pursuant to an Irrevocable Letter of Guarantee with the Lender dated November 19, 2020, or the Guarantee.

Breach Provisions. The Loan Agreement provides for certain events of default, including events of default based on, among other things, non-payment of amounts due under the Loan Agreement, other breaches of the Loan Agreement, the Property Subsidiary being placed in circumstances that the Lender considers damaging to the rights of the Lender, and failure to maintain the Property. Upon the occurrence of a breach event, the Lender may, among other things, accelerate payment of all obligations and terminate the Lender's commitments under the Loan Agreement, require the Property Subsidiary to provide other properties acceptable to the Lender as replacement of the Property or be subject to liquidated damages of thirty percent on the outstanding principal amount.

The foregoing summary of provisions of the Loan Agreement and the Guarantee is qualified in its entirety by reference to the text of the Loan Agreement and the Guarantee, which are being filed as Exhibits 10.02 and 10.03, respectively, to this report and which are incorporated in this report by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
<u>10.01*</u> [‡]	Form of Shanghai Public Rental Housing Overall Pre-Sale Contract
<u>10.01(a)</u>	Schedule identifying agreements substantially identical to the form of Shanghai Public Rental Housing Overall Pre-Sale Contract filed as Exhibit 10.01 hereto
<u>10.02*</u>	Loan and Mortgage Contract dated November 19, 2020 between China Merchants Bank Co., Ltd., Shanghai Pilot Free Trade Zone Lin-Gang Special Area Sub-branch and Shengwei Research (Shanghai), Inc.
<u>10.03*</u>	Irrevocable Letter of Guarantee dated November 19, 2020 between China Merchants Bank Co., Ltd., Shanghai Pilot Free Trade Zone Lin-Gang Special Area Sub-branch and ACM Research (Shanghai), Inc.

* Unofficial English translation of original document prepared in Mandarin Chinese.

‡ Certain appendices have been omitted pursuant to Item 601(a)(5) of Regulation S-K. We hereby undertake to furnish copies of the omitted appendices upon request by the Securities and Exchange Commission, provided that we may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934 for the appendices so furnished.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

ACM RESEARCH, INC.

By: /s/ Mark McKechnie

Mark McKechnie

Chief Financial Officer and Treasurer

Dated: February 25, 2021

SHANGHAI PUBLIC RENTAL HOUSING OVERALL PRE-SALE CONTRACT

Formulated by Shanghai Housing Security and Housing Administration

Printed in 2013

Special Instruction

1. This contract is a format contract formulated by the Shanghai Municipal Housing Security and Housing Administration in conjunction with relevant departments in accordance with the “Contract Law of the People’s Republic of China”, “Shanghai Municipality’s Implementation Opinions on the Development of Public Rental Housing ” and related regulations. It is applicable to the act of overall pre-sale of public rental housing in the administrative area of Shanghai to designated institutions.
2. The overall pre-sale of public rental housing shall be in accordance with the “Regulations of Shanghai Municipality on Real Estate Registration” and the technical regulations of real estate registration, and the initial registration of real estate is done wholly without the ownership certificate of individual units of the real estate. After the pre-sale, if the parties apply for advance notice registration and real estate transfer registration, and if the registration is approved, the advance notice registration certificate of public rental housing pre-sale, advance notice registration certificate of mortgage right of public rental housing pre-sale or real estate title certificate shall be issued according to building doors, and the real estate registration book, advance notice registration certificate and the real estate title certificate shall be noted in accordance with the regulations on public rental housing real estate registration. The Municipal Housing Security Affairs Center and the Municipal Real Estate Surveying and Mapping Achievement Management Department shall process the real estate list as “House Sign” of “Public Rental Housing” according to regulations.
3. The purpose of public rental housing remains unchanged after the overall pre-sale, and the property right unit (transferee) shall lease the public rental housing to eligible applicants as required. After the municipal government agrees to implement “rent before sale” and after the expiry of the term of use as a public rental housing and if the required listing and sale conditions are met, the public rental housing can be listed for sale as stock commercial housing, or the property right unit (transferee) can continue rental operation of the public rental housing.

Shanghai Public Rental Housing Overall Pre-Sale Contract

Party A (Seller): Shanghai Lingang Industrial Zone Public Rental Housing Construction and Operation Management Co., Ltd.
Address: No. 9, Lane 1411, Yunyun Road, Nicheng Town, Pudong New Area, Shanghai
Post Code: 201306
Business license number: 913101155806195623
Qualification certificate number: Shanghai Housing Management (Pudong) No. 0001183
Legal representative: Gong Wei Tel: 38298781
Authorized Agent: _____ Tel: _____

Party B (Buyer): Sheng Wei Semiconductor Equipment (Shanghai) Co., Ltd.
Address: Building C, No. 888 Huanhu West 2nd Road, Nanhui New Town, Lingang New Area, Shanghai
Post Code: 201306
Business license number: 91310115MA1HAJFA8M
Legal representative: HUI WANG Tel: _____
Authorized Agent: Wang Xinzheng Tel: 13917650461

On the basis of equality, voluntariness, and consensus, Party A and Party B sign this contract regarding Party B's purchase of the public rental housing of Lingang Industrial Zone rent before sale public rental housing third phase project/(H26-01 plot) pre-sold by Party A.

Article 1 Party A obtains the land use right of the 22/2 Qiu plot in 24 Neighborhood (Village), Nicheng Town, Pudong New Area through the transfer of the land use right, and has registered the land use right according to law to obtain the real estate title certificate. The certificate number is: Shanghai (2018) Pudong Real Estate Property No. 057744. The land area is 101540 square meters, and the land use is: public rental housing.

Party A has been approved to invest in the construction of the Lingang Xinyuan Shengjing Garden (tentative name/current name) public rental housing on the plot. The main building structure is a shear wall structure; the number of floors above the ground is 18 and the number of underground floors is 1.

The above-mentioned houses have already met the pre-sale conditions specified in the "Shanghai Real Estate Transfer Regulations" and related regulations. The Shanghai Pudong New Area Construction and Transportation Commission has approved its pre-sale to enterprises and institutions in the park (pre-sale approval number: Shanghai Free Trade Zone Interim Management Committee [2020] No. 707).

Article 2 Party B shall purchase [number of units] units (hereinafter referred to as apartments) on a total of 18 floors located at No. [address number], Lane 128, Qunfeng Road from Party A. See Appendix 7 for the list of specific apartments, whose planned use approved by the government is public rental housing.

It is predicted that the total construction area of the apartments is [number of square meters] square meters.

The apartments have a single-story floor height of 2.95 meters.

The architectural design and floor plan of the apartments are shown in Appendix 2 of this contract; the building structure, decoration and equipment standards of the apartments are shown in Appendix 3 of this contract; the relevant description of the apartments (mortgage relationship, lease relationship) is shown in Appendix 4 of this contract; Please refer to Appendix 5 of this contract for the “Management Service Contract”, “Utilization Convention” or the relevant letter of commitment; see Appendix 6 of this contract for the neighboring relationship and the layout of the community; see Appendix 7 for the list of apartments.

Article 3 When Party B purchases the apartments, the unit price per square meter of construction area (including the fully furnished apartment price) is RMB ¥ [unit price per square meter of construction area] Yuan. (Capital): [unit price per square meter of construction area]. According to the predicted building area of the apartments, the total price for the purchase of the apartments by Party B (including the fully furnished apartment price) is tentatively set at RMB ¥ [total price for the purchase of the apartments] Yuan. (Capital): [total price for the purchase of the apartments]. The total price of the fully furnished apartments is RMB____/____yuan.)(Capital):____/____.

Article 4 The total price for the purchase of the apartments by Party B (including the decoration and equipment prices in Appendix 3) refers to the total price of the apartments and the corresponding land use rights. The total apartment price agreed in this contract will not be changed except for the inconsistency between the forecast of the building area of the apartments and the actual measurement.

Article 5 When the apartments are delivered, the floor area of the apartments shall be subject to the actual area measured by the surveying and mapping agency recognized by the Shanghai Municipal Housing Security and Housing Administration. If the predicted area is inconsistent with the actual area, unless otherwise stipulated by laws, regulations and rules, the following conventions are used:

1. Calculate the unit price per square meter of the building area and return excess refund or charge more for extra space;
2. Party A agrees that when the error between the predicted area and the measured area exceeds+____/____% (including____/____%), Party B will not be charged for the excess space; Party A agrees when the error between the predicted area and the measured area exceeds -____/____% (including -____/____%), Party B has the right to unilaterally terminate this contract. When Party B exercises the right of unilateral termination, it must be submitted at or before both parties sign the “Apartment Handover Letter”, otherwise Party B shall be deemed to have waived the right.

Article 6 When this contract is signed, the housing construction project will be completed to the top of the single main structure. Party B shall pay the price of the apartments to Party A's collection account in full and on time as agreed in this contract (Party A's collection account: China Agricultural Development Bank Shanghai Nanhui Branch, account name Shanghai Lingang Industrial Zone Public Rental Housing Construction and Operation Management Co., Ltd., account number: 00103895800000161281). Pre-sale funds are used in accordance with government regulations.

Party B's payment method and payment period shall be agreed and specified by both parties in Appendix 1.

Article 7 If Party B fails to pay within the time agreed in this contract, it shall pay Party A liquidated damages. The liquidated damages shall be calculated at 0.025%/ day of the overdue payment. The liquidated damages shall be paid from the second day of the contract's payable period to the actual payment date. After the overdue period exceeds 180 days, Party A has the right to choose plan 1 below to hold Party B responsible:

1. Party A has the right to unilaterally terminate this contract, and Party B shall be liable for compensation. The compensation amount is 20 % of the total apartment price. Party A has the right to deduct the amount of compensation payable by Party B from the apartment price paid by Party B, and return the remaining apartment price to Party B. If the housing price paid by Party B is insufficient for compensation, Party A has the right to recourse.

If Party A exercises the right to terminate the contract, it shall notify Party B in writing.

2. _____.

Article 8 After signing this contract, Party A shall not change the architectural design of the apartments without authorization (see Appendix 2). If it is necessary to change, it shall obtain written consent from Party B and report to the planning management department for review and approval. Within 10 days from the date of approval, Party A shall sign this contract amendment agreement with Party B.

If Party A does not obtain the consent of Party B to change the architectural design of the apartments, Party B has the right to unilaterally terminate this contract.

Article 9 Party A shall not change the layout of the community that has been agreed with Party B (see Appendix 6) without authorization, and Party B's written consent shall be obtained if changes are really needed.

If Party A has not obtained Party B's consent to change the layout of the community, Party B has the right to request Party A to restore the layout. If it cannot be restored, Party A shall pay Party B a penalty of 0.1% of the total housing price.

Article 10 The delivery of the apartments must meet the conditions listed in plan 2 below:

1. The initial registration procedures for the ownership of the apartments have been completed, and the real estate certificate of new public rental housing (major property certificate) has been obtained; the mortgage set by Party A on the apartments has been cancelled; Party A has paid the special property maintenance funds as required.

2. Has obtained the “License for Delivery of Residential Use”; the mortgage set by Party A on the apartments has been cancelled; Party A has paid the special maintenance funds for the property as required; Party A promises to handle the initial housing ownership registration procedures before April 30, 2022 to obtain the new public rental housing real estate title certificate (major property certificate). If the public rental housing real estate title (major property certificate) cannot be obtained by that time, Party B has the right to unilaterally terminate this contract.

3._____.

Article 11 Party A is scheduled to deliver the apartments to Party B before October 31, 2021, except for force majeure.

Article 12 If Party A fails to deliver the apartments to Party B within the time limit stipulated in Article 11 of this contract, it shall pay Party B a liquidated damages. The liquidated damages shall be calculated at 0.025%/ day of the overdue payment. The liquidated damages shall be paid from the second day of the contract’s payable period stipulated in Article 11 of this contract to the actual payment date. After the overdue period exceeds 180 days, Party B has the right to choose plan 1 below to hold Party A responsible:

1. Party B has the right to unilaterally terminate this contract.

2._____.

Article 13 After the apartments meet the delivery conditions stipulated in Article 10 of this contract, Party A shall notify Party B in writing 7 days before the delivery date to complete the delivery procedures for the apartments, and Party B shall accept the handed of apartments in conjunction with Party A within 3 days after receiving the notice. The sign of apartment delivery is to sign the apartment acceptance and handover list, and Party A will hand over the apartment keys to Party B.

At the time of acceptance and handover, Party A shall present a certification document that meets the apartments delivery conditions stipulated in Article 10 of this contract. Since the apartments are for public rental housing, Party A shall provide Party B with the “Quality Assurance Statement of Shanghai Newly-Built Residential Buildings” and “Shanghai Instruction for the Use of Newly-Built Residential Buildings”. At the same time, Party A shall provide relevant information on the measured area according to Party B’s requirements.

If Party A fails to produce or provide the materials specified in the preceding paragraph, Party B has the right to refuse to accept the apartments, and Party A shall bear the responsibility for the delay in the delivery of the apartments resulting from this.

Article 14 Party A shall apply for the initial registration of the ownership of the newly built apartments within 30 days after obtaining the “License for Delivery of Residential Buildings”. Within 60 days after Party A has gone through the initial registration procedures for the ownership of public rental housing and obtained the real estate title (major property certificate), both parties A and B shall sign the “Apartment Handover Letter” stipulated in this contract. The “Apartment Handover Form” is a necessary document for handling the apartment transfer procedures.

Within 180 days from the date of signing the “Apartment Handover Letter”, both parties shall go through the price declaration, transfer application procedures, and apply for the real estate title certificate of the apartments with the Pudong New Area Real Estate Exchange Center in accordance with the law.

Article 15 The risk responsibility of the apartments shall be transferred from Party A to Party B from the date of delivery of the apartments. If Party B fails to complete the acceptance and handover procedures of the apartments on the agreed date, Party A shall issue a written reminder once. If Party B fails to complete the acceptance and handover procedures of the apartments on the date specified in the reminder, the risk and responsibility of the apartments shall be transferred to Party B from the second day of the acceptance and handover date specified in the reminder.

Article 16 Party A guarantees that when the apartments are delivered to Party B, the apartments do not have the mortgage rights set by Party A, and there are no other property rights disputes and financial disputes. If there is any inconsistency with Party A’s guarantee after the apartments are delivered, Party A shall bear full responsibility.

Article 17 The apartments delivered by Party A are qualified apartments. If the decoration and equipment standards of the apartments do not meet the standards stipulated in Appendix 3 of this contract, Party B has the right to require Party A to compensate at Q times the price difference between the actual decoration and equipment and the agreed decoration and equipment. If the main structure does not meet the standards stipulated in Appendix 3 of this contract, Party B has the right to unilaterally terminate this contract.

When the two parties agree that there is a dispute over the determination of the standard, they shall entrust a qualified construction project quality inspection agency in this city to test, and use the written appraisal opinion issued by the agency as the basis for handling the dispute.

Article 18 After the apartments are delivered, if Party B believes that the main structure is unqualified, it may entrust a qualified construction engineering quality inspection agency in this city to inspect it. After verification, if the quality of the main structure is indeed unqualified, Party B has the right to unilaterally terminate this contract.

Article 19 When Party B exercises the right to unilaterally terminate this contract as stipulated in the terms of this contract, it shall notify Party A in writing, and Party A shall, within 90 days of receiving Party B's written notice, fully refund Party B (including interest, the interest is calculated according to the deposit interest rate for the same period announced by the People's Bank of China) and shall be liable for compensation. The compensation amount shall be 20% of the total apartment price and shall be paid to Party B when the apartment fund is returned.

The paid apartment price mentioned in the preceding paragraph and other terms of this contract includes the apartment price paid directly by Party B and paid by loan.

Article 20 According to this contract, if either party A or party B unilaterally terminates the contract, if the other party has already paid liquidated damages as agreed in the contract before the contract is unilaterally terminated, the amount of liquidated damages paid shall be deducted from the amount of compensation agreed in this contract.

Article 21 If party A or party B has objections to the counterparty's unilateral termination of this contract, within 90 days from the date of receiving the other party's written notice of unilateral termination of this contract, the party shall confirm the validity of the termination of the contract with the dispute resolution agency selected in accordance with Article 33.

Article 22 If the apartments delivered by party A have other engineering quality problems, party B shall have the right to require party A to repair them for free during the warranty period, and also to provide compensation at 0 times the repair cost.

The two parties agree that if there is a dispute over the quality of other projects of the apartments, a qualified construction project quality inspection agency of this city shall be entrusted to conduct the inspection, and the written appraisal opinion issued by the agency shall be the basis for handling the dispute.

Article 23 From the date of acceptance and handover of the apartments, party A shall be responsible for the maintenance of the apartments. The scope of warranty and the period of warranty shall be agreed by both parties in accordance with the provisions of the "Regulations on the Quality Management of Construction Projects" and the "Measures of Shanghai Municipality on Real Estate Transfer" promulgated by the State Council in Appendix 5 of this contract.

Article 24 Party B agrees that the property service enterprise selected by party A shall conduct the preliminary property management of the apartments and bear the corresponding property service fees.

Article 25 The apartments purchased by party B and their corresponding land use right cannot be separated. Since the transfer of the real estate rights of the apartments, the rights, obligations and responsibilities agreed in the land use right transfer contract signed by party A and the Shanghai Municipal Planning and Land Resources Administration are transferred to party B.

Article 26 The rights and interests (apartment options) enjoyed by party B under this contract can be mortgaged by party B in accordance with the law, but cannot be transferred. When party B exercises the above rights in accordance with the law, party A shall provide assistance.

Article 27 Any documents, replies, and any other contact that one party to this contract serves to the other party in accordance with this contract must be in written form and be delivered by registered mail or direct service to the address of one party or the address changed by the other party in the manner described in this article. If it is sent by registered mail, it will be deemed to have been delivered to the other party on the 7th day after it is sent (based on the postmark). If it is delivered by direct service, it will be deemed delivered upon reception.

Article 28 The taxes and fees incurred during the purchase and sale of the apartments shall be borne by party A and party B respectively in accordance with relevant regulations.

Article 29 The supplementary clauses, appendices and supplementary agreement of this contract are an integral part of this contract. If the supplementary clauses and supplementary agreement of this contract are inconsistent with the main text, the supplementary clauses and supplementary agreement shall prevail.

For matters not covered in this contract and matters that need to be changed during the execution of this contract, both parties shall agree through a change agreement.

Article 30 When signing this contract, parties A and B clearly understand their respective rights and obligations, and are willing to strictly perform as stipulated in this contract. If one party violates this contract, the other party has the right to claim compensation in accordance with this contract.

Article 31 This contract shall take effect from the date of notarization by the notary office when both parties sign (seal) the contract. The two parties agree that within 30 days from the effective date of this contract, both parties shall handle advance notice registration with the real estate registration agency.

Article 32 After the registration of this contract, if there is an agreement to cancel the contract, within 30 days from the date of the fact, both parties shall go to the Pudong New Area real estate registration agency to cancel the registration of this contract with the written document of the cancellation of the contract.

If party A or party B unilaterally terminates this contract in accordance with the relevant clauses of this contract, party A or B shall unilaterally go to the real estate registration agency to go through the formalities of canceling the registration of this contract with the receipt of the written notice of unilateral termination of the contract.

Article 33 Disputes between parties A and B during the performance of this contract shall be resolved through consultation. If the negotiation cannot be resolved, the following method 2 shall be selected for resolution: (delete unselected)

1. Apply to the _____ Arbitration Commission for arbitration;
2. Prosecute to the people’s court in accordance with the law.

Article 34 This contract is made in 8 copies, all of which have the same effect. Among them, party A and party B each hold two copies, and the transaction center, real estate registration department, loan bank, and related departments each hold one copy.

Both parties have been aware of the full content of the supplementary terms and fully understand the rights and meanings of the terms, and voluntarily abide by the supplementary terms of the relevant contract:

Article 1: Party B pays to party A the apartment price of the apartments purchased in accordance with the payment method in “Appendix 1” of the contract. The actual payment date of party B shall be the transfer date of party A’s receiving bank.

If party B pays the apartment price through a loan, if there is a difference between the applied loan limit and the final approval limit of the loan financial institution, party B must make up with its own funds within 10 working days after the loan financial institution approves it; if the loan application is not financed After approval by the institution, party B shall make a lump-sum payment with its own funds within 10 working days after the loan financial institution issues a written notice. If party B fails to pay the payment for the apartments with its own funds within the specified time, it shall be dealt with in accordance with Article 7 of this contract.

After this contract comes into effect, if party B applies for a apartment purchase loan from a financial institution before obtaining the real estate title certificate. If party A is required to provide a staged guarantee, party A can provide it with cooperation. Such guarantee responsibility shall be obtained and mortgaged by party B, and is exempted after registration with a financial institution. If party B fails to repay the loan from a financial institution as stipulated in the loan contract, causing party A to assume the guarantee liability, party A has the right to terminate this contract. In addition to repaying party A’s guarantee money (including the deducted deposit) from the financial institution, party B must also pay party A the penalty of 20% of the total apartment price. If the liquidated damages are not enough to make up for party A’s losses, party B shall continue to compensate. party A has the right to deduct all the above-mentioned repayment and compensation payments from party B from the apartment price paid by party B, and return the remaining apartment price to party B after completing all procedures for terminating the contract.

Article 2: Supplement to Article 2 of the Contract

The contents of Appendix 5 of this contract are the “Utilization Convention” and the letter of commitment for the apartments.

Article 3: About the amendment to Article 5 of the contract

When the apartments are delivered, the floor area of the apartments shall be subject to the actual area measured by the surveying and mapping agency recognized by the Shanghai Housing Security and Housing Administration. If the predicted floor area is inconsistent with the actual floor area, regardless of whether the absolute value of the error exceeds 3%, both parties agree to settle according to the actual situation based on the unit price of the building area per square meter of the apartments (including the price of the full decoration of the apartments).

Article 4: Regarding the supplement to Article 8 of the contract

1. Due to the design changes made by party A to the apartments to comply with government regulations, rules or orders and other unforeseen factors, party A does not need to notify party B and party B has no right to demand compensation from party A.

2. When party A sends a written notice to party B on the change of the architectural design, if party B does not agree to the change, party B shall clarify in writing to party A within 15 days after party A's written notice is issued that both parties have the right to terminate the contract and no party is liable for breach of contract. Otherwise, it will be deemed that party B agrees to accept the change, and both parties do not need to sign a change agreement on the contract.

3. The inconsistency between the temporary measurement and the actual measurement area caused by the design change shall be handled in accordance with Article 3 of this supplementary clause.

Article 5: Supplement to Article 9 of the Contract

1. If party A changes the layout of the community, it shall send a written notice to party B. If party B does not raise a written objection within 15 days after party A's written notice is issued, it shall be deemed that party B agrees to the change.

2. If the layout of the community changes due to the following reasons, party A does not need to notify party B and party B does not have the right to request party A to make any form of compensation.

A. Changes must be made in accordance with the requirements or approval of the design, planning, and supporting departments of the government department;

B. Changes that must be made in accordance with newly promulgated laws, regulations or relevant government rules and regulations;

C. The change does not have any material adverse effect on the apartments purchased by party B.

Article 6: Supplement to Article 10 of the Contract

If party A fails to complete the initial real estate registration and obtain the real estate title certificate of public rental housing (major property certificate) within the agreed time limit due to the following circumstances, party A shall not be liable for breach of contract:

1. Changes in national laws and policies;
2. Major adjustments to the planning and design scheme of this project;
3. Government orders;
4. Force majeure;
5. Non-party A reasons such as party B's lack of cooperation and assistance.

Article 7: Supplement to Article 11 of the contract

In case of the following force majeure or special reasons, party A can extend the time limit according to the facts based on the certification documents issued by the competent government department and relevant municipal supporting departments, without being liable for breach of contract as stipulated in Article 12 of this contract, but party A shall inform party B in writing before delivering the apartments:

1. Changes in national laws and policies;
2. Major adjustments to the planning and design scheme of this project;
3. Government orders;
4. Force majeure.

Article 8: Supplements to Article 13 of the contract:

1. Before party B signs the “Acceptance Handover List”, it shall settle the area error settlement, pay the residential maintenance fund and the first phase of property management fees. The date when party B completes the delivery of the apartments shall be subject to the written notice issued by party A.

2. If one of the following circumstances occurs to party B, party A has the right to refuse to deliver the apartments to party B. In this case, party A shall not be liable for the breach of contract for delayed delivery:

(1) Failure to pay all the apartment price and agreed payables under this contract, including area error settlement and liquidated damages.

(2) Failure to pay the fees under the “Utilization Convention” and sign relevant property management documents with the property management company in accordance with the provisions of the property management company.

(3) If party B requests a postponement of the apartment handover procedures after receiving the apartment handover notice, party B shall submit a written application to party A, and party A has the right to decide whether to agree to the postponement based on party B’s circumstances. If party A agrees to party B’s postponement of the apartment handover procedure, party B shall go through the apartment handover procedure within the time limit agreed by party A, but both parties agree that if the handover procedure is completed in this case, party A’s apartment handover notice will still apply. The final delivery date of the apartments are regarded as the delivery date of the apartments and the transfer of responsibilities such as risk and expense responsibility will be carried out.

Article 9: Supplement to Article 14 of the Contract

Within 45 days from the date of signing the “Apartment Handover Letter”, both parties shall go through the price declaration, transfer application and tax payment procedures with the Pudong New Area Real Estate Exchange Center in accordance with the law, and apply for the real estate title of the apartments. The real estate title certificate refers to the real estate title certificate issued according to the gate building, and does not apply for the sub-set of title certificates. Both parties A and B shall go to the real estate transaction center to complete the transfer registration procedures of the apartments within [45] days after the foregoing conditions are fulfilled and the party A completes the initial registration of the ownership of the apartments. Party B shall bear the cost of obtaining the certificate. If party B delays or refuses to complete the transfer registration procedures of the apartments after the foregoing conditions are fulfilled, and fails to perform the transfer registration procedure after party A’s reminder, party B shall pay party A the penalty of 1% of the total apartment price for each day of delay.

Article 10: Supplement to Article 15 of the Contract

From the second day of the acceptance and delivery date agreed in the reminder, it is deemed that party A has fulfilled the obligation to deliver the apartments according to this contract, and party B shall bear the property management fee of the apartments and bear other related expenses and responsibilities caused by the delivery of the apartments or delay in the repossession (including but not limited to property management fees, risk transfer, calculation of party A’s warranty liability period, etc.).

Article 11: Supplement to Article 17 of the contract

1. If there is any objection to whether the decoration and equipment standards of the apartments meet the standards stipulated in Appendix 3 of the contract, both parties shall negotiate to resolve them or resolve them through the coordination of relevant government departments, third-party inspections or judicial channels, but they shall not refuse the acceptance of the apartments and shall not affect party B's obligation to complete the acceptance and handover of the apartments within the time limit specified in the apartment handover notice.

2. If the decoration and equipment standards of the apartments do not meet the standards stipulated in Appendix

3 of the contract, and if party B chooses to rectify and party A believes that the rectification conditions are met, they shall arrange rectification and maintenance within 10 days after receiving party B's notice, but the rectification and maintenance period will not be deemed as party A's late delivery of the apartments.

Article 12: Supplement to Article 19 of the contract:

1. If party B exercises the right to unilaterally terminate the contract in accordance with the rights granted by this contract, it shall submit a written request to party A within 30 days from the date when party A breaches the contract and makes party B have the right to unilaterally terminate the contract. Otherwise, it shall be deemed that party B has waived the right to unilaterally terminate the contract. If this contract continues to be performed, party A shall not be liable for breach of contract.

2. If this contract has been registered for advance notice, all the apartment price paid by party B (including interest, which is calculated at the deposit interest rate for the same period announced by the People's Bank of China) must be returned to party B within 90 days from the date of completion of the cancellation registration procedures, and party A shall bear the liability for compensation. The compensation amount is 20% of the total apartment price (including the price of the complete renovation of the apartments), which shall be paid to party B when the apartment price is refunded.

3. If this contract does not go through the advance notice registration, all the apartment price paid by party B (including interest, which is calculated based on the deposit interest rate for the same period announced by the People's Bank of China) must be returned to party B within 90 days from receipt of written notice from party B, and party A shall bear the liability for compensation. The compensation amount is 20% of the total apartment price (including the full renovation price of the apartments), which shall be paid to party B when the apartment price is refunded.

Article 13: Regarding the supplement to Article 20 of the contract:

1. If both parties A and B exercise the right of unilateral termination, and if party B has actually used the apartments, party B shall be responsible for restoring the apartments to the original state when party A delivered the apartments within 15 days after the termination of the contract, and evacuate the apartments. All costs are also borne by party B, and party A does not need to make any compensation. At that time, all the items and attachments left in the apartments shall be deemed to have been waived by party B. At the same time, party A reserves the right to claim to party B that party A shall bear the costs incurred in removing the remaining items and attachments and restoring them to their original state. If party A exercises the above rights, the fee can be deducted from the price paid by party B to party A.

2. If party A unilaterally terminates this contract in accordance with the rights conferred by this contract, party A shall, within 15 days from the date of completion of the cancellation registration procedures, deduct the liquidated damages, compensation and other expenses payable by party B before the remaining apartment payment is returned to party B.

Article 14: Supplement to Article 27 of the contract:

Party A: Shanghai Lingang Industrial Zone Public Rental Housing Construction and Operation Management Co., Ltd.
Recipient address: No. 9, Lane 1411, Yunyun Road, Nicheng Town, Pudong New Area, Shanghai
To: Wang Shengfeng
Fax number: 021-20956356

Party B: Shengwei Semiconductor Equipment (Shanghai) Co., Ltd.
Recipient address: Building 4, No. 1690 Cailun Road, Pudong New Area, Shanghai
Recipient: Wang Xinzheng
Contact: 13917650461

Article 15: Supplement to Article 28 of the Contract
If tax and fee concessions can be enjoyed in accordance with the relevant regulations of the state and this city, the concessions are enjoyed by the taxable and paying subjects. Party A shall actively seek the most favorable tax and fee terms from relevant government departments.

Article 16: Regarding the supplement to Article 33 of the contract
Disputes between parties A and B during the performance of this contract shall be resolved through negotiation. If it cannot be resolved via negotiation, a lawsuit shall be filed in the People’s Court of Shanghai Pudong New Area.
Article 17: Regarding the eligibility for the purchase of “rent before sale” public rental housing:
Those who purchase public rental housing with “rent before sale” must be qualified by relevant departments.
Article 18: Agreement on the use of public rental housing in the “rent before sale” park:
Party B has fully read and understood the content of the “special notice” part of this contract, and knows that the apartments are a part of the pilot project of public rental housing in the “rent before sale” park in the Lingang Industrial Zone. During the period before the apartments are allowed to be listed for sale as stock commercial housing by the government, the public rental housing must be used and managed strictly in accordance with the use instructions of public rental housing, and be leased to the employees of party B in accordance with the provisions of the rental housing regulations (the employees must work in the Lingang Industrial Zone). The public rental housing is generally included in the scope of public rental housing in the Lingang Industrial Zone and is under the unified management of relevant government departments and party A. The following shall be achieved:

1. Within 10 years after the initial registration of the ownership of the newly built apartments, party B must use and manage the apartments in strict accordance with the purpose of public rental housing, and rent it to party B's employees working in the Lingang Industrial Zone in accordance with the provisions of party B, and the transfer, partial transfer, market lease of the apartments, lease to an unqualified lessee, self-use office and other acts that violate the purpose of public rental housing are forbidden. If party B causes any penalty due to the above-mentioned acts, party A shall not be liable.
2. The housing supply object and the specific application for lease conditions shall be formulated by party B, but shall be sent to party A for record. If party A finds that the relevant conditions set by party B violate public rental housing and other relevant policies, it has the right to raise an objection, and party B shall make corresponding amendments and resubmit to party A for record.
3. Party B shall register the identity certificate, employment (labor) contract and other materials of the person applying for rental, and send it to the population management department of the local neighborhood or town for record, and send it to party A for record at the same time. Once the renting personnel changes, the change registration and filing shall be done in time.
4. After the apartment lease contract is signed, party B shall go to the real estate registration agency to register the apartment lease contract and send it to party A for the record.
5. Renters who are not registered in this city must apply for a residence permit or temporary residence permit. Party B shall, in accordance with the relevant regulations of the municipal government, implement the public security and fire safety responsibilities of the leased apartments, and supervise the registration of residence.
6. Party B shall strengthen the management of the tenant's withdrawal and instruct the tenant to sign the relevant occupancy undertaking to party A or the property service agency as an attachment to the apartment lease contract. Where the tenants lease, sublease, or vacate the rented apartments, change the residential purpose of the rented apartments without authorization, refuse to make rectification in violation of various management conventions, refuse to vacate the apartments as agreed in the contract, or violate legal provisions and lease contracts, various measures shall be taken in accordance with the law and party A shall be notified in a timely manner. Party B shall adopt and implement the handling suggestions put forward by party A within the scope of the legal policies and the contract.
7. Party B can set up or entrust a corresponding leasing service agency to provide party B with relevant leasing services according to its own needs, but the property management of the apartments must accept the unified arrangement of party A. The property service agency in the early stage of the project is selected by party A, and party B must abide by and ensure that the renters abide by the previous property service contract signed by party A and the use convention formulated by party A. Party A may formulate detailed system policies such as the safe use system and tenant self-discipline policies according to the service management and safe use requirements of this project, the structural characteristics of the target group, etc., and party B shall regard the relevant system policies as the Appendix to the lease contract between party B and the tenants in accordance with the requirements of party A, and urge the renters to comply with the policies.

8. Party B shall abide by the relevant laws, regulations and policies that are now in effect when this contract is signed, as well as policies formulated by the relevant national and local government departments from time to time after this contract is signed. If the relevant laws, regulations and policies are changed by then, party B shall implement the new regulations.

Article 19: Agreement on decoration:

Party B confirms that the delivery of the apartments are based on the agreement in Appendix 3 of this contract; the decoration and decoration standards agreed in Appendix 3 of this contract have met relevant national and local regulations and the full decoration standards stipulated in the land transfer contract; at the same time, party B shall complete relevant procedures by itself in accordance with relevant national regulations. If party B needs to rent out the apartments, party B may add facilities and equipment by itself and may not rent out the apartments in non-decorated form. The project is a green building that meets the two-star standard. The toilets, kitchen and bathroom faucets are all water-saving appliances, and the water efficiency level is level 1. For example, if the owner needs to replace the toilet and kitchen or bathroom faucets in the future, it is still necessary to use water-saving appliances with a water efficiency level of 1, and at the same time use appropriate materials and pipe connections to effectively reduce the damage to the pipe network.

Article 20: About the agreement on real estate listing of the apartments after 10 years of initial registration:

According to relevant regulations, the apartments purchased by party B shall be used for public rental housing within 10 years after obtaining the pre-sale approval document or the new apartment delivery license, and shall not be divided and transferred in sets. After obtaining the pre-sale approval document or the delivery permit for the new residential building for 10 years, it can be used as a stock of commercial housing and sold separately in sets. The selling price is determined by the property right unit with reference to the market price of the surrounding commercial housing, and the original tenant who meets the conditions for purchasing the commercial housing is allowed to buy first.

Party A has the right to formulate unified sales rules for the apartments owned by party A and/or the apartments transferred to relevant companies in the Lingang Industrial Zone (including the apartments transferred to party B under this contract) in accordance with relevant regulations, and report to the relevant departments of government for approval or filing. Party B's conduct of the listing of the apartments for sale shall not adversely affect the overall listing of this project's apartments for sale.

Article 21: Regarding the overall transfer of the apartments

If party B moves out of the [Lingang Industry] Park within the lock-up period, with the approval of the [Lingang New Area] housing security housing management department, the apartments can be transferred to other enterprises and institutions in the park by sets. If there are no suitable targets for transfer, party A has the right to implement repurchase based on the purchase price of party B plus the interest on bank deposits during the same period, and party B shall cooperate with relevant procedures.

(No text below)

Party A (name):
Shanghai Lingang Industrial Zone Public Rental Housing Construction
Operation Management Co., Ltd.

Signature of legal person:
Signature of legal representative of the legal person:

Seal of party A:
Date: Year Month Day
Signed in: Shanghai

Party B (name):
Shengwei Semiconductor Equipment (Shanghai) Co., Ltd.

Signature of legal person:
Signature of legal representative of the legal person:

Seal of party B:
Date: Year Month Day
Signed in: Shanghai

Schedule identifying agreements substantially identical to the form of Shanghai Public Rental Housing Overall Pre-Sale Contract filed as Exhibit 10.01 hereto

Address Number	Number of Units	Number of Square Meters	Unit Price Per Square Meter (RMB)	Total Price for Purchase (RMB)
14	18	2,420.10	18,137	43,893,353.70
21	36	3,906.36	17,481	68,287,079.16
41	54	4,497.84	16,111	72,464,700.24
42	54	4,497.84	16,154	72,658,107.36

Loan and Mortgage Contract on Property Purchase by Legal Person

No.: ZJ02201111

Lender: China Merchants Bank Co., Ltd., Shanghai Pilot Free Trade Zone Lin-Gang Special Area Sub-branch ("Party A")

Person in Charge: XIANGJIE CHEN

Borrower/Mortgagor: Shengwei Semiconductor Equipment (Shanghai) Co., Ltd. ("Party B")

Legal Representative/Principal: HUI WANG

Through friendly negotiation, Party A and Party B have mutually agreed on the legal person property-purchase loan provided by Party A to Party B at the application of Party B, and hereby enter into this Contract as follows:

1. Party B who intends to purchase the property listed below from Shanghai Lin-Gang Industrial Park Public Rental Housing Construction Operation Management Co., Ltd. ("Seller") has applied to Party A for the legal person property-purchase loan for the purpose of paying for the property; Party A has granted the application upon examination.

Property Name: Lin-Gang Industrial Park Lease-sell Public Rental Housing (Phase III) Project/ (H26-01 Land Parcel) Lin-Gang Xin-Yuan-Sheng-Jing Community

Location: Nos.14, 21, 41 and 42, Lane 128, Qunfeng Road, Nicheng Town, Pudong New Area

Property Sales (Pre-sale) Contract No.: _____

Construction Area: 15,322.14 square meters

Sales Price: RMB 257,303,240.46

Evaluation Price: _____

Title Certificate No. (allowable to be supplemented later): _____

2. Currency and Amount of Loan

RMB (in words) RMB One Hundred and Twenty Eight Million Five Hundred Thousand only. The specific loan amount shall be subject to the loan receipt.

3. Loan Term

The loan term shall be 120 months, commencing from the date on which the loan is actually granted, subject to the record in the loan receipt.

4. Loan Interest Rate and Interest

4.1. Interest Rate:

4.1.1. The loan hereunder adopts (tick “√” for either of the following options as appropriate)

√ Fixed Interest Rate ☐ Floating Interest Rate

4.1.2. Determination of interest rate during the term: (tick “√” for any of the following three options as appropriate)

The applicable benchmark interest rate for ____-month/ ____-year RMB loans of financial institutions promulgated by the People’s Bank of China on the ☐ Pricing Date shall be taken as the benchmark interest rate herein; or

The one-year loan prime rate (LPR) promulgated by the National Interbank Funding Center one working day before the ☐ Pricing Date shall be taken as the benchmark interest rate herein; or

√ The five-year loan prime rate (LPR) promulgated by the National Interbank Funding Center one working day before the Pricing Date shall be taken as the benchmark interest rate herein, by

☐ / adding/ ☐ / subtracting (tick “√” for either of the options as appropriate) / basic points (BPs), or

☐ / floating up/ ☐ / floating down (tick “√” for either of the options as appropriate) / %.

“Pricing Date” refers to the date used as a reference to determine the benchmark interest rate in the loan term or floating period. If it is the fixed interest rate that is adopted for the loan hereunder, the Pricing Date shall be the actual loan grant date; if it is the floating interest rate that is adopted for the loan, the Pricing Date shall be determined in accordance with the provisions of this Article.

“Floating up or down” by percentage (“Floating Ratio”) and “adding or subtracting” by BP (“BPs”) on the basis of the benchmark interest rate as agreed in the preceding paragraph refers to the Floating Ratio and/or BPs determined at the time of executing this Contract. If the Floating Ratio, BPs and other interest factors agreed herein are inconsistent with the record in the loan receipt, the latter shall prevail.

Party A may adjust the Floating Ratio and/or BPs regularly or irregularly in the light of changes in relevant national policies, domestic credit market prices or Party A’s own credit policies. A written notice shall be given to Party B five working days in advance once Party A decides to so adjust. The adjustment shall take effect after Party A notifies Party B. The specific Floating Ratio and/or BPs for the relevant loan newly drawn by Party B and the loan drawn but not yet repaid by Party B before the effective date of the notice shall be subject to the notice of Party A, while the benchmark interest rate and floating period shall still be subject to the provisions hereof (but in case of any inconsistency between this Contract and the loan receipt, the loan receipt shall prevail).

In case of any conflict or inconsistency between the provision of this Article and any other provisions hereof, the provisions of this Article shall prevail.

4.1.3. If the floating interest rate is adopted for the loan hereunder, the floating period shall be / months/ / days, and the applicable benchmark interest rate in each floating period shall be determined in accordance with the provisions of this Article.

As to the first floating period, the actual loan grant date shall be the Pricing Date; as to each floating period thereafter, the first day of such period shall be the Pricing Date.

4.1.4. If Party B fails to use the loan as per the Contract, the interest on the part so fails shall bear an additional interest by 100% on the basis of the original interest rate from the date on which the purpose of the loan is changed. The “original interest rate” refers to the interest rate applicable before the change of the loan purpose.

Where Party B delays in repaying the loan, the interest on the outstanding part shall bear an additional interest by 50% on the basis of the original interest rate (“Overdue Loan Interest Rate”) from the date of delay. The “original interest rate” refers to the interest rate applicable before the loan maturity date (including the accelerated maturity date), or in case of floating interest rate, the interest rate applicable for the last floating period before the loan maturity date (including the accelerated maturity date).

If the loan is overdue and fails to be used as agreed herein concurrently, the interest shall be counted according to the aforesaid standard whichever is higher.

4.1.5. During the loan term, such provisions as may be promulgated by the People’s Bank of China on the adjustment of loan interest rates shall apply.

4.2. Interest Counting: The loan interest shall run from the date when the loan is deposited into Party B’s account, to be counted based on the actual amount of loan granted for the actual number of occupation days. Such interest shall be calculated on a monthly basis, with the 26th day of each month to be fixed as the value date. The daily interest rate shall be converted in accordance with the relevant provisions of the People’s Bank of China or as per the international practice.

With respect to the loan, the maturity date shall, if it falls on a holiday, be automatically postponed to the first working day after the holiday, and the interest shall be counted for the actual number of occupation days.

4.3. Interest Payment: Party B shall pay the interest on each value day, and Party A may directly deduct the same from Party B’s deposit account. If Party B fails to pay the interest on time, Party A shall have the right to charge compound interest on the outstanding interest at the Overdue Loan Interest Rate specified in this Article.

5. Loan Grant

Party B irrevocably authorizes Party A to grant the loan in the form of entrusted payment after the Contract comes into effect, and transfer the loan directly into the following account subject to the Contract under the name of the Seller (including the real estate brokerage company or guarantee company approved and authorized in writing by the Seller) through Party B’s account in the name of Party B’s payment for property to purchase the property listed in Article 1 hereof. Party A shall have the right to supervise the use of the loan. The account details of the Seller are as follows:

Account Name: Shanghai Lin-Gang Industrial Park Public Rental Housing Construction Operation Management Co., Ltd.

Account No.: 00103895800000161281

Opening Bank: Agricultural Development Bank of China, Shanghai Nanhui Sub-branch

6. Repayment Method

6.1. Party B hereby selects to pay off the principal and interest of the loan hereunder in the following method, which method cannot be changed or withdrawn once being selected. (Tick “√” for any of the following methods as appropriate; the third method shall not be selected unless the corresponding requirements are met)

√ The principal and interest shall be paid off in equal amount on a monthly/quarterly basis by 120 installments, with the 26th day of each month/quarter to be the date for Party B to make the repayment, and the repayment date for the last installment shall be the loan maturity date as agreed herein. The monthly/quarterly principal and interest payable shall be calculated according to the following formula:

Monthly/quarterly repayment amount = (loan principal × monthly/quarterly interest rate × (1 + monthly/quarterly interest rate)^{number of months/quarters for repayment}) / (1 + monthly/quarterly interest rate)^{number of months/quarters for repayment} - 1)

That is, RMB One Million Three Hundred and Forty One Thousand Sixty Four Point Five (in words) shall be paid for each installment. In case of interest rate adjustment or Party B's prepayment during the loan term, the above monthly/quarterly principal and interest payable shall be adjusted automatically without Party A's further notice to Party B.

☐ The payment of principal and interest shall be reduced monthly/quarterly and be made by installments, with the day of each month/quarter to be the date for Party B to make the repayment, and the repayment date for the last installment shall be the loan maturity date as agreed herein. The monthly/quarterly principal and interest payable shall be calculated according to the following formula:

Monthly/quarterly principal and interest to be paid = loan principal/(number of months/quarters for repayment) + (loan principal - accumulated principal repaid) × monthly/quarterly interest rate

Principal to be repaid in each installment = loan principal/number of installments for repayment,

Interest to be repaid in each installment = (loan principal - accumulated principal repaid) × monthly/quarterly interest rate

In case of interest rate adjustment or Party B's prepayment during the loan term, the above monthly/quarterly principal and interest payable shall be adjusted automatically without Party A's further notice to Party B.

☐ Party B shall pay the interest on a monthly basis and repay the loan principal in a lump sum upon maturity (for a loan with a term of less than one year, including one year, only).

6.2. Party B irrevocably authorizes Party A to deduct the principal and interest of the loan directly from the account (Account Name: Shengwei Semiconductor Equipment (Shanghai) Co., Ltd.; Account No.: 121938866210801; Opening Bank: China Merchants Bank, Shanghai Branch Pilot Free Trade Zone Lin-Gang Special Area Sub-branch) opened by Party B with Party A in such a manner as agreed herein. Party B shall ensure there will be such deposits in the account as are sufficient to pay the then-current principal and interest before each repayment date; if the deposits in the account are insufficient to pay the then-current amount, Party A may deduct the relevant amount from any other account opened by Party B with China Merchants Bank.

7. Prepayment

7.1. Party B may request a prepayment, subject to a 30-day prior consent of Party A;

7.2. In case of prepayment by Party B, Party A will not adjust the loan interest collected before Party B makes the prepayment, and shall collect the loan interest for the loan principal to be prepaid from the previous repayment date to the prepayment date;

7.3. If Party B prepays part of the loan, the monthly repayment amount and repayment period after the prepayment shall be re-determined according to the remaining loan principal and/or the remaining loan term.

7.4. Party A shall charge Party B as liquidated damages for prepayment.

8. Mortgage

8.1. Party B/Mortgagor is willing to mortgage all the rights and interests of such property (“Mortgaged Property”) as referred to in Article 1 hereof purchased from the Seller to Party A (“Mortgagee”) to guarantee the repayment of the loan principal and interest and all other related expenses hereunder.

If there is any other mortgage or pledge on or any other Guarantor of the creditor’s rights of Party A at the same time, Party A may, at its option, respectively, successively or concurrently claim against each Mortgagor/Pledgor (including Party B) for the security interest. Party A’s waiving its place in the order of mortgage interest, waiving, changing or canceling other mortgage and pledge guarantees, changing or releasing the Guarantor’s guarantee responsibilities, or delaying to make claims against any other Mortgagor/Pledgor/Guarantor shall have no prejudice to Party B’s mortgage guarantee liability hereunder. Any agreement or document signed between Party B and any entity, or any such changes in Party B as fraud, reorganization, closure, dissolution, liquidation, bankruptcy and expiration of business term shall not prejudice Party B’s mortgage guarantee liability hereunder either.

8.2. Scope of Mortgage Guarantee

The mortgage guarantee hereunder covers, among others, the loan principal and interest, penalty interest, compound interest, liquidated damages, damages, and the expenses for Lender to realize the creditor’s rights (including but not limited to attorneys’ fees, litigation fees, arbitration fees, execution fees, announcement fees, service fees and travel expenses).

8.3. Mortgage Period

The mortgage period shall commence from the date of mortgage establishment to the expiration of the prescribed time limit for claiming for the principal, interest and all other expenses with respect to the loan hereunder.

8.4. Custody of and Responsibility for the Mortgaged Property and Ownership Certificate Thereof

During the mortgage period, the Mortgaged Property shall be properly kept by Party B or its entrusted agent who shall be responsible for the repair, maintenance and integrity of the Mortgaged Property, and shall accept such inspection as may be conducted by Party A at any time.

During the mortgage period, if the Mortgaged Property depreciates, Party A shall have the right to require Party B to restore the value thereof, or provide security corresponding to the decreased value. The expenses incurred by reason of restoring the value of the Mortgaged Property or creating a new mortgage shall be for the account of Party B. During the mortgage period, Party B shall deliver the title certificate and other relevant supporting documents of the Mortgaged Property to Party A for safekeeping. Party A shall keep the ownership certificate of the Mortgaged Property in a proper manner. Where such ownership certificate is lost due to improper keeping, Party A shall bear the cost of replacing the same, and Party B shall be obliged to assist Lender in the replacement.

8.5. Party B undertakes to inform Party A in time when it knows that the Mortgaged Property will be demolished and expropriated.

If the Mortgaged Property is or may be demolished or expropriated, Party B shall re-provide such guarantee as recognized by Party A. That is, Party B shall cooperate with Party A according to the latter’s requirements in proceeding with creating mortgage (pledge), such as house mortgage, deposit pledge and deposit receipt pledge, over the house and compensation made by the demolishing party to Party B through property right exchange, demolition compensation or other means as guarantee for debts hereunder, timely completing the corresponding legal procedures for the guarantee, and, before the relevant legal procedures for the said guarantee are completed, providing other sufficient guarantees as recognized by Party A.

8.6. Mortgage Registration

After the execution hereof, Party B shall actively cooperate with the Seller and the Lender (Party A) in going through the mortgage registration at the mortgage registration authority within the time limit specified by the Lender, and hand over the relevant mortgage interest certificate to Party A for safekeeping. Party B shall inform Party A in time of any change in the registration particulars such as legal person information and company name.

If the title certificate of the Mortgaged Property has not been duly obtained at the time when this Contract is executed, Party B shall, as required by Party A, actively cooperate with Party A and/or the Seller in handling the mortgage preregistration. Within 60 days after the Mortgaged Property is qualified for formal mortgage registration, Party B must unconditionally cooperate with Party A in completing the procedures of changing the mortgage preregistration to the formal mortgage registration.

In case Party A grants the loan to Party B before the completion of the property ownership certificate and/or mortgage registration, Party B shall, within the time limit required by Party A, complete the procedures of transferring the Mortgaged Property owner from Seller to Party B as well as the procedures of mortgage registration with Party A as the Mortgagee, and hand over the documents supporting the ownership of the Mortgaged Property such as the certificate of others rights and/or the original property title certificate to Party A for custody.

If the above mortgage registration fails to be completed for the Mortgaged Property or the change of registration particulars fails to be informed rendering the registration to become invalid for reasons attributable to Party B, Party A shall have the right to: 1. require Party B to complete the mortgage registration procedures within a specified time, and to be liable for compensation for the losses incurred by Party A from the delay in handling the mortgage registration procedures; and/or 2. take the same as a breach of contract and adopt such measures for breach as agreed herein.

8.7. Insurance

Party B shall be obliged to take out full property insurance for the Mortgaged Property, naming Party A as the primary beneficiary, and submit the original insurance policy to Party A for preservation. The insurance period shall cover the loan term agreed herein. If the performance period of the debt hereunder is extended or the debts are not paid off after the maturity, Party B shall extend the insurance period according to procedures. In case of any loss of the Mortgaged Property insured, Party A shall have the right to preferentially recover the loan principal and interest and all other relevant expenses hereunder in advance from the insurance indemnity.

If Party B fails to take out the insurance or extend the insurance period for the Mortgaged Property according to procedures, Party A may directly handle the said procedures on behalf of Party B at the expense of Party B, and shall have the right to directly deduct the relevant expenses from any account of Party B.

Party B shall, in case of failure to pay off the debts hereunder after the expiration of the insurance period, handle the procedures in order to renew the insurance for the Mortgaged Property. If Party B fails to so handle, Party A may directly do so on behalf of Party B at the expense of Party B, and shall have the right to directly deduct the relevant expenses from any account of Party B.

8.8. Restrictions on Disposal of the Mortgaged Property during the Mortgage Period

During the mortgage period, Party B shall not sell, exchange, gift, transfer, re-mortgage or otherwise improperly dispose of the Mortgaged Property hereunder without the written consent of Party A.

During the mortgage period, Party B shall, in case it really needs to transfer the Mortgaged Property hereunder for compensation, obtain the written consent of Party A therefor; otherwise, the transfer shall be null and void.

The full proceeds obtained by Party B from the foregoing transfer shall be used preferentially to pay off or prepay all the loan principal and interest together with other related expenses hereunder.

8.9. Collection of Fruits

If Party A claims the mortgage interest according to the Contract and the Mortgaged Property is sealed up or seized by a people’s court according to law, Party A shall, from the date of the sealing up or seizure, have the right to collect the natural fruits accrued from the Mortgaged Property and the statutory fruits that Party B is entitled to collect thereon.

8.10. Loss of Mortgage Interest

The mortgage interest will be automatically extinguished when Party B fully pays (including prepaying) the principal and interest of the loan in accordance with this Contract. Party A shall assist Party B in canceling the Mortgaged Property registration and return the ownership certificate and/or property insurance policy concerning the Mortgaged Property to Party B.

8.11 Expenses. Where any evaluation, notarization (except notarization for compulsory enforcement) or other service entrusted to a third party is involved herein, the relevant expenses shall be borne by the principal. If both Parties act as the principal jointly, the expenses shall be equally shared between them.

The Mortgagee shall, if it is required by relevant national policies and other normative documents to bear the mortgage registration fee, bear such fee hereunder accordingly, unless otherwise specified in the relevant normative documents or required for reasons of the registration authority to be borne by the Mortgagor.

9. Guarantee

The loan principal and interest and all other expenses hereunder shall be guaranteed by ACM Research (Shanghai), Inc..

If the Guarantor fails to execute the guaranty letter and complete the guarantee-related procedures as required, Party A shall have the right to refuse to grant the loan to Party B.

10. Rights and Obligations of Party B

10.1. Party B shall have the following rights:

10.1.1. Fully withdrawing and using the loan in accordance with this Contract;

10.1.2. Transferring the debts or the Mortgaged Property to a third party after obtaining the consent of Party A;

10.2. Party B shall undertake the following obligations:

10.2.1. Paying off the loan principal together with the interest thereon in full in such manner and time limit as agreed herein;

10.2.2. Using the loan for no purposes other than those as contemplated hereby;

10.2.3. Truthfully providing documents and materials, as well as information on all opening banks, account numbers and balance of deposits and loans as required by Party A, and cooperating with Party A in investigation, examination and inspection;

10.2.4. Accepting the supervision of Party A on its use of credit funds and relevant production, operation and financial activities; cooperating with Party A in the inspection of financial data and materials related to the fixed assets hereunder, facilitating Party A's on-site inspection on Party B, and taking reasonable measures timely in response to Party A's suggestions or requirements;

10.2.5. Obtaining the written consent of Party A in case of transferring all or part of the debts hereunder to a third party;

10.2.6. Immediately informing Party A and actively implementing such measures as can secure the payment of the loan principal and interest and other expenses hereunder in full and on schedule according to Party A's requirements under any of the following circumstances:

10.2.6.1. It encounters major financial loss, asset loss or other financial crisis;

10.2.6.2. It provides loans or guarantees for the interests of third parties or to protect third parties from losses, or provides mortgage (pledge) as security with its own property (right);

10.2.6.3. Its credit status is declined, and profitability of main business is weakened;

10.2.6.4. It is closed down; its business license is revoked or canceled, or it applies or is applied for bankruptcy, dissolution, etc.;

10.2.6.5. Its controlling shareholder and other affiliates have a major crisis in operation or finance, affecting its normal operation;

10.2.6.6. It has engaged in major related-party transactions with its controlling shareholders, de facto controllers and other affiliates, affecting its normal operation;

10.2.6.7. It is subject to any litigation, arbitration or criminal or administrative punishment that has a material adverse effect on its business or property status;

10.2.6.8. There are personnel changes in the legal representative, directors or important officers of the Borrower, or their personal freedoms are restricted by the competent state authorities due to violation of laws and disciplines, which may affect the normal operation of the Borrower;

10.2.6.9. Other major events that may affect its solvency occur;

10.2.7. Not being negligent in managing and claiming its creditors’ rights which fall due, and not disposing of the existing main property free of charge or in other improper ways;

10.2.8. Obtaining the written consent of Party A before carrying out merger, division, reorganization, joint venture (cooperation), property right transfer, shareholding system transformation, external investment and increase of debt financing, among other major events;

10.2.9. Strictly abiding by the laws and regulations of the state, carrying out the entire business in strict accordance with the business scope stipulated in its Business License of Enterprise, and handling the procedures of enterprise (legal person) registration, enterprise annual report and business term extension/renewal on time, etc., in the business activities.

11. Rights and Obligations of Party A

11.1. Party A shall have the following rights:

11.1.1. Requiring Party B to provide all information related to the loan;

11.1.2. Knowing about Party B’s production, operation and financial activities;

11.1.3. Supervising Party B to use the loan for the purpose agreed herein;

11.1.4. Requiring Party B to pay the loan principal together with the interest in full and on schedule;

11.1.5. Supervising the accounts opened by Party B with Party A, entrusting other institutions of China Merchants Bank other than Party A to conduct the supervision over Party B’s accounts, and controlling the payment of loan proceeds according to the purpose and payment scope of the loan as mutually agreed by both Parties; unilaterally suspending or restricting the enterprise online banking function of Party B’s accounts as required for business (including but not limited to closing online banking, and presetting the list of payees/single payment limit/phased payment limit), or restricting the sale of settlement vouchers, or the payment and cash withdrawal function of non-counter channels such as telephone banking and mobile banking of Party B’s accounts;

11.1.6. Directly transferring the loan principal together with the interest and other related expenses from any account opened by Party B with any institution of China Merchants Bank;

11.1.7. Transferring its creditor’s rights against Party B, and notifying Party B of the transfer by means of fax, mail, personal delivery, announcement on public media, etc. as appropriate, as well as collecting debts from Party B;

11.1.8. Taking measures for breach as stipulated herein if Party B fails to fully perform its obligations hereunder, including without limitation requiring Party B to prepay the loan, disposing of the Mortgaged (Pledged) Property according to law or requiring the Guarantor to bear joint and several liability for repayment, etc;

11.1.9. Other rights conferred hereby.

11.2. Party A shall undertake the following obligations:

11.2.1. Granting the loan to Party B on the conditions stipulated herein;

11.2.2. Treating the information of Party B on debts, finance, production and operation as confidential, unless otherwise stipulated by laws and regulations or required by regulatory authorities.

12. Loan Rollover

Party B shall, in case it fails to repay the loan hereunder on schedule making it necessary to extend the loan term, submit a written application to Party A in advance. If Party A grants the application after examination, a rollover agreement shall be entered into by and between both Parties separately. If Party A rejects the application, this Contract shall govern.

13. Breach and Treatment

13.1. A breach of contract shall be constituted if Party B is under any of the following circumstances:

13.1.1. Party B fails to perform or violates the obligations stipulated herein;

13.1.2. Party B's Mortgaged Property depreciates, and Party B fails to provide additional securities recognized by Party A as required;

13.1.3. Party B is placed in any other circumstances that Party A considers to damage the legitimate rights and interests of Party A.

13.2. A breach of contract shall be constituted if the Guarantor is in any of the following circumstances where Party A considers that the guarantee ability of the Guarantor may be affected, and requires the Guarantor to eliminate the adverse effects, or requires Party B to increase or replace the guarantee conditions, but the Guarantor and Party B fail to cooperate:

13.2.1. The Guarantor is in any circumstances similar to those outlined in Article 10.2.6 hereof, or fails to obtain the consent of Party A in case of any of the circumstances similar to those specified in Article 10.2.8 hereof;

13.2.2. The Guarantor conceals its ability to undertake guarantee liability or fails to obtain authorization from competent authorities when issuing the irrevocable guarantee;

13.2.3. The Guarantor fails to go through the procedures of registration, enterprise annual report and business term extension/renewal on time;

13.2.4. It is negligent in managing and claiming its creditors’ rights which fall due, or disposes of the existing main property free of charge or in other improper ways.

13.3. A beach of contract shall be constituted if the Mortgagor (or Pledgor) is in any of the following circumstances where Party A considers that the mortgage (or pledge) may not be established or the Mortgaged (or Pledged) Property is not worth enough, and requires the Mortgagor (or Pledgor) to eliminate the adverse effects caused thereby, or requires Party B to increase or replace the guarantee conditions, but the Mortgagor (or Pledgor) and Party B fail to cooperate:

13.3.1. The Mortgagor (or Pledgor) has no ownership to or right to dispose of the Mortgaged (or Pledged) Property, or the ownership is in dispute;

13.3.2. The Mortgagor (or Pledgor) conceals information on the co-ownership, leasing, sealing up and supervision of the Mortgaged (or Pledged) Property;

13.3.3. The Mortgagor transfers, rents, re-mortgages or otherwise disposes of the Mortgaged Property in any improper way without the written consent of Party A;

13.3.4. The Mortgagor fails to properly keep, maintain and repair the Mortgaged Property, resulting in significant depreciation thereof; or the Mortgagor’s behavior directly endangers the Mortgaged Property, resulting in the reduction of the value of the Mortgaged Property; or the Mortgagor fails to insure the Mortgaged Property as required by Party A during the mortgage period;

13.3.5. During the mortgage period, the Mortgagor fails to insure the Mortgaged Property as required by Party A;

13.3.6. The Mortgagor fails to inform Party A immediately of the risk on expropriation or demolition of the Mortgaged Property or fails to perform the relevant obligations in accordance with the mortgage contract;

13.3.7. The mortgage is subject or may be subject to other events that affect the value of the Mortgaged Property or the mortgage interest of Party A.

13.4. In case of any breach set forth above, Party A may take the following measures for breach concurrently or separately, to which Party B shall have no objection:

13.4.1. Stopping granting the unutilized loan to Party B;

13.4.2. Declaring the Contract to accelerate, and recovering the loan principal and interest granted and all related expenses in advance;

13.4.3. Directly freezing/deducting the deposits in Party B’s settlement account or other accounts, and entrusting other institutions of China Merchants Bank with freezing/deducting the deposits of Party B in such institutions, so as to pay off the debts of Party B hereunder;

13.4.4. Directly requiring Party B to provide other properties acceptable to Party A as new guarantee, as the case may be. If Party B fails to so provide, it shall be subject to liquidated damages equal to 30% of the loan amount hereunder;

13.4.5. Pursuing recovery according to this Contract.

13.5. Money recovered by Party A shall be used for settlement in the order of expenses, liquidated damages, compound interest, penalty interest, interest and the loan principal until all principal and interest as well as related expenses are paid off.

For loans granted in installments, the money recovered shall be used for settlement in the reverse chronological order of loan maturity date. The specific repayment order of settling the principal, interest, liquidated damages and expenses for each installment shall be implemented in accordance with the provisions of the preceding paragraph.

Party A shall have the right to unilaterally adjust the above repayment order, unless otherwise required by laws and regulations.

14. Related Expenses

Where Party B fails to settle the principal and interest of the loan and expenses payable hereunder on schedule, all such expenses as attorneys' fees, litigation fees and travel expenses incurred by Party A from honoring its claims shall be for the account of Party B who shall authorize Party A to directly deduct the same from its accounts. In case of any shortage, Party B shall ensure to fully make up for the shortfall upon receipt of the notice from Party A.

15. Modification and Termination of Contract

This Contract can be modified and terminated upon mutual agreement of both Parties in writing, which, nevertheless, shall remain in force until the written agreement is reached. Neither Party shall unilaterally alter, modify or terminate this Contract without authorization.

16. Miscellaneous

16.1. During the performance hereof, any tolerance or grace granted by Party A to Party B with respect to the latter's any breach or delay, or any delay by Party A exercising its rights and interests conferred hereby, shall in no way prejudice, affect or restrict any rights and interests of Party A as Creditor and Mortgagee (Pledgee) in accordance with this Contract and relevant laws, nor shall it be deemed as Party A's consent or acquiescence of any breach of this Contract, nor as a waiver by Party A of its rights to take action against Party B for the latter's present or future breach.

16.2. Notice

16.2.1 Notices, requirements or other documents related hereto between Party A and Party B shall be sent in written forms (including but not limited to letters, faxes, e-mails, Party A's online banking, SMS and WeChat).

Address of Party A: Building 4, No. 1690 Cailun Road, China (Shanghai) Pilot Free Trade Zone

Corporate Email: anyun.bi@acmrcsh.com Fax: _____

Mobile Phone Number of the Contact: 13818946646

Corporate WeChat ID: _____

Address of Party B: No. 1088, Lujiazui Ring Road, Pudong New Area, Shanghai

Corporate Email: jeason_djx@cmbchina.com Fax: _____

Mobile Phone Number of the Contact: 15026651542

Corporate WeChat ID: _____

A document shall be deemed as served: after being signed for receipt by the receiver (if rejected by the receiver, it shall be deemed as served on the rejection date/return date or at the expiration of seven days after the date of mailing, whichever is earlier) in case of sent by personal delivery (including but not limited to delivery by lawyer/notary and express delivery); or at the expiration of the seven days after mailing, in case of sent by postal letter; or on the date of successful sending displayed by the corresponding system of the sender in case of sent by fax, e-mail, Party A's online banking, SMS, WeChat or other electronic means.

Where Party A notifies Party B of the transfer of creditor's rights or urges to collect payment from Party B by means of announcement in the public media, it shall be deemed as served upon the date of announcement.

Either Party who changes the contact address, email address, fax number, mobile phone number or WeChat ID shall notify the other Party of the changed information within five working days from the date of change, otherwise the other Party shall have the right to serve relevant documents according to the original contact address or details. The service shall, to the extent it fails due to the change of contact address, be deemed to fall on the date of return or at the expiration of seven days after mailing, whichever is earlier. All such losses as may be incurred therefrom shall be borne by the changing party, without prejudice to the legal effect of service.

16.2.2. Meanwhile, the above contact address, e-mail address, fax number, mobile phone number and WeChat ID shall be used as the service address for both Parties' respective notarization deeds and judicial documents (including but not limited to the statements of complaint/arbitration requests, evidence, writs of summons, notices of responding to action, notices of adducing evidence, notices of hearing, judgments/ awards, rulings, mediation statements and notices of performance within specified time limit, among other legal documents in the stages of trial and enforcement). Documents sent to the service address in written forms as agreed herein by the relevant courts and notary public offices shall be deemed to have been effectively served (according to the specific service standards as referred to in paragraph 16.2.1 above).

16.3. Where some of the provisions hereof are invalid, the validity of other provisions shall not be affected. Party A and Party B shall negotiate in time to deal with the invalid provisions. Insofar as the invalidity of part of the provisions has a fundamental impact on Party A's rights and interests hereunder, Party A shall be entitled to terminate this Contract and declare the entire loan granted to be accelerated as to the maturity, in which case Party B shall immediately repay the loan as required by Party A.

16.4. After this Contract is executed and before the loan is granted, if a dispute arises between Party B and the Seller over the quality, conditions and ownership of the property involved, this Contract will be discontinued. Party A shall decide to terminate or continue the performance hereof according to the above dispute settlement. After the loan is granted, any dispute between Party B and the Seller over the quality, conditions, ownership or other matters of the property shall have nothing to do with Party A who may, at its option, continue the performance of this Contract or require Party B to repay all or part of the loan hereunder ahead of schedule.

16.5. Situation Change and Force Majeure

16.5.1. If Party A's loan-related conduct hereunder becomes illegal due to changes in applicable laws or policies, Party A shall have the right to terminate this Contract and declare the maturity of the entire loan to be accelerated, under which circumstance Party B shall immediately repay the loan as required by Party A.

16.5.2. Party B shall compensate Party A for such additional costs as may be incurred by Party A in performing the loan obligations hereunder due to changes in applicable laws and policies.

16.5.3. In performing this Contract, either Party (or both Parties) encountering force majeure shall not be required to be liable for the losses suffered by the other Party therefrom, but shall be obliged to inform the other Party in a timely manner and take reasonable measures to prevent the losses from expanding, otherwise, it shall be under the obligation of compensating the other Party for the expanded losses.

16.6. Written supplementary agreements reached by both Parties on the matters not covered and those changed herein through consultation, appendixes hereunder and loan receipts made at the time of utilization shall be attached hereto and constitute an integral part hereof.

This Contract shall be made in five originals, with each original having the same effect, and Party A, Party B, Party A's loan grant center, the Guarantor and the real estate trading department each holding one original.

NOTE:

All provisions of this Contract have been fully consulted by the parties concerned. Party A has requested Party B to pay special attention to the provisions concerning the exemption of or limitation on Party A's liability, the certain unilateral rights of Party A, the increase of Party B's liability or the restriction on Party B's rights, and to have a comprehensive and accurate understanding of the same. Party A has, at the request of Party B, made corresponding explanation with respect to the above provisions. Both Parties have the same understanding of the provisions hereof.

Party A: (Signature and Seal of the Bank)

China Merchants Bank Co., Ltd., Shanghai Pilot Free Trade Zone Lin-Gang Special Area Sub-branch

Principal or Authorized Agent (Signature/Seal)

XIANGJIE CHEN



Party B: (Seal)

Shengwei Semiconductor Equipment (Shanghai) Co., Ltd.

Legal Representative/Person in Charge or Authorized Agent (Signature/Seal)

HUI WANG



Executed on: November 19, 2020

IRREVOCABLE LETTER OF GUARANTEE

No.: ZJ02201111

TO: China (Shanghai) Pilot Free Trade Zone Lin-gang Special Area Branch of China Merchants Bank Co., Ltd.,

WHEREAS you have agreed to provide Shengwei Semiconductor Equipment (Shanghai) Co., Ltd. (盛帷半导体设备(上海)有限公司) (the “Debtor”) with loans, commercial bill acceptance, bill discounting or letter of credit services (collectively, the “Financing Business”) in the total amount of RMB (in words) ONE HUNDRED AND TWENTY EIGHT MILLION FIVE HUNDRED THOUSAND, and have signed (or are going to sign) the Housing Mortgage Contract (No.: ZJ02201111) (the “Master Contract”) with the Debtor.

At the request of the Debtor, the Guarantor agrees to issue this Letter of Guarantee and voluntarily assumes joint and several liability for all of the Debtor’s obligations under the Master Contract, details of which are set out below.

1. Subject matters

1.1 The Guarantor shall be jointly and severally liable for any outstanding loans, L/C or acceptance advances, negotiated payments and/or discounted payments made by you to the Debtor upon the expiration of the performance period of the obligations under the Master Contract within the scope of this Letter of Guarantee, and shall also be jointly and severally liable within the scope of this Letter of Guarantee if you recover debts from the Debtor in accordance with the Master Contract before the expiration of the performance period of the obligations under the Master Contract.

1.2 If you and the Debtor agree to extend the term, interest rate or amount of the obligations under the Master Contract or change such terms and conditions, or if you adjust the interest rate or pricing method during the performance period of the obligations under the Master Contract in accordance with the terms therein, you are not required to obtain the approval of or notify the Guarantor, and the Guarantor has no objection and that will not prejudice the guarantee liability of the Guarantor herein.

1.3 The Guarantor confirms that the amount, term, purpose and other business elements of the Financing Business actually occurred between you and the Debtor shall be based on the Master Contract, the business vouchers produced by you and the business records in your system.

2. Scope

2.1 The Guarantor guarantees all of the Debtor’s obligations under the Master Contract, including:

2.1.1 the principal amount and corresponding interest, penalties, compound interest, defaults and late performance fees of loans and negotiated payments granted by you to the Debtor under the Master Contract;

2.1.2 the principal amount balance and interest, penalties, compound interest, defaults and late performance fees of advances made by you for the Debtor for the performance of its payment obligations under the commercial bill accepted or letter of credit issued under the Master Contract;

2.1.3 the principal amount and corresponding interest, penalties, compound interest, defaults and late performance fees of all bills discounted by you under the Master Contract;

2.1.4 costs (including but not limited to litigation costs, attorney's fees, announcement fees, service of process fees, travel expenses, fees for application for issuance of enforcement certificate, etc.) and all other related costs incurred by you in exercising the hypothec and creditor's rights.

2.1.5 if the loan under the Master Contract is arising from the repayment or conversion of the previous loan, bill discounting or L/C negotiated payments in response to the Debtor's application, or if you, in response to the Debtor's application, repay the letter of credit, bill and other advances under the Master Contract with the new loan during the guarantee period, the Guarantor confirms that the resulting debt is included in the scope of guarantee.

3. Method

3.1 The Guarantor confirms that he/she/it is financially and legally, jointly and severally liable for all the obligations within the scope of the above guarantee. If the Debtor fails to repay the principal and interest of the Financing Business and related costs in a timely manner pursuant to the Master Contract, or if the Debtor commits any of the event of default as specified in the Master Contract, you have the right to recover directly from the Guarantor without the need to recover from the Debtor first.

3.2 The notice of claim issued by you is conclusive and final, and the Guarantor has no objection to it. The Guarantor agrees to fully repay the amount owed by the Debtor to you within five days from the date of receipt of the written notice of claim from you, without the need to obtain any proof from you. Unless a clear and material error occurs, the Guarantor accepts that the amount requested in your notice of claim is accurate.

You also reserve the right to collect payments from the Guarantor by such means as it deems appropriate, including but not limited to fax, mail, personal service and announcements in the public media.

4. Guarantee period

The guarantee period of the Guarantor commences from the effective date of this Letter of Guarantee and ends on the maturity date of the loan or other obligations, or covers a three-year period starting from the date of making advances.

5. Independence of this Letter of Guarantee

5.1 This Letter of Guarantee is independent, continuously valid, irrevocable and unconditional, and is not subject to the validity of the Master Contract, any agreement or document entered into by the Debtor with any entity, or any change in the Debtor's fraud, reorganization, winding up, dissolution, liquidation, bankruptcy and expiration of business term. The liability of the Guarantor shall not be exempted by reason of any instruction, changes in its own financial condition, or any agreement entered into with any entity or individual.

5.2 Your cessation of granting outstanding loans, establishing L/C, negotiating, discounting or acceptance, or your early recovery of disbursed loans, negotiated/discounted payments in accordance with the Master Contract shall not affect the guarantee liability of the Guarantor herein.

5.3 In the event that there are other guarantees or other guarantors guarantee the Debtor's obligations under the Master Contract, you still have the right to choose to claim the guarantee rights against each pledgee and guarantor (including the Guarantor) separately, successively or simultaneously; if you waive, change or release the security/pledge or change or release the guarantee liabilities of other guarantors, or delay claiming the rights against any pledgee/other guarantors, the Guarantor's liability herein shall not be affected, and the Guarantor is still obliged to bear joint and several guarantee liability to you in accordance with this Letter of Guarantee.

6. The Guarantor represents and warrants as follows:

6.1 The Guarantor is a legal person or organization established in accordance with the law and qualified to act as a guarantor, or a natural person with full civil capacity, and is willing to guarantee the performance of the obligations as stipulated herein with the assets owned or entitled to dispose of according to the law by the Guarantor;

6.2 The issuance of this Letter of Guarantee by the Guarantor has been fully authorized or approved by the upper level of authority/board of directors;

6.3 The issuance of this Letter of Guarantee is the true intention of the Guarantor, involving no fraud or coercion;

6.4 The total amount of all external guarantees (including foreign currency translation) shall not exceed the total ownership interest of the Guarantor before the expiration of this Letter of Guarantee;

6.5 The Guarantor shall provide financial books/statements and annual financial reports to you in a timely manner as required and keep you informed of significant decisions and changes in the production, operation and management of the Guarantor;

6.6 The financial information and all other documents provided by the Guarantor to you are true and legal, and the legal representative or other person in charge of the Guarantor shall bear a non-excusable legal liability in this regard;

6.7 The Guarantor shall issue a "counter guarantee" as requested by you;

6.8 Any change in the business registration, organizational structure, shareholding structure, operation mode or financial condition of the Guarantor or any matter such as debt restructuring or major connected transactions shall not affect the legal binding effect of this Letter of Guarantee on the Guarantor, and the Guarantor is obliged to notify you immediately if any such change may affect its ability to perform this Letter of Guarantee;

6.9 The successors or assigns of the Guarantor shall be bound by all the terms of this Letter of Guarantee. The Guarantor shall not assign the above guarantee liabilities without your written consent;

6.10 If the Guarantor is a natural person and has a spouse, he/she shall provide a letter of confirmation of his/her spouse upon your request; if he/she does not have a spouse, he/she shall specifically declare that the marital status information provided to you is true, complete and reliable as of the time when he/she signs this Letter of Guarantee, and confirm that you can verify and investigate the marital status information provided by the Guarantor if necessary (without the necessity to obtain any other authorization), and guarantee to cooperate in all respects unconditionally.

6.11 If the Guarantor fails to settle all the obligations as stipulated herein, you have the right to freeze/withhold the funds in any account established by the Guarantor with China Merchants Bank or entrust other financial institutions to freeze/withhold the funds in the account established by the Guarantor with that institution (if the debt is not denominated in RMB, you have the right to purchase foreign exchange directly from the RMB-denominated account of the Guarantor at the exchange rate as announced by you at the time of deduction) until all the obligations owed to you by the Debtor under the Master Contract are settled in full.

7. Costs

☐ 7.1 If the Debtor is a SMME, all costs related to the notarization of the enforcement under this contract (except for the fees for application for issuance of enforcement certificate) shall be borne by you; if the Debtor is not a SMME, all costs related to the notarization of the enforcement under this contract (except for the fees for application for issuance of enforcement certificate) shall be borne jointly by you and the Guarantor in the following proportions: ☐% for you and ☐% for the Guarantor (ticking “√” in “☐” means that this provision is applicable).

7.2 For other matters entrusted to a third party to provide services, relevant costs shall be borne by the principal; if you and the Guarantor jointly act as the principal, each shall bear 50%, except as otherwise provided in relevant national policies and other normative documents.

8. Not considered a waiver

During the period of validity of this Letter of Guarantee, for any default or delay of the Debtor and the Guarantor, any indulgence, relief or delay by you in enforcing your rights or interests under the Master Contract and this Letter of Guarantee shall not prejudice, affect or limit all your rights and interests as a creditor under the relevant laws and this Letter of Guarantee, nor shall it be deemed a waiver of your right to take action against existing or future defaults.

9. Terms

Unless expressly stated otherwise, all terms used in this Letter of Guarantee shall have the same meaning as provided in the Master Contract.

10. Notice

10.1 Your notices, requests or other documents in relation to this Letter of Guarantee shall be sent in written form (including but not limited to letters, faxes, emails, electronic platforms such as your corporate internet banking/ APP, phone SMS or WeChat).

10.2 If the notices are delivered by hand (including but not limited to delivered by lawyers/notaries, courier delivery, etc.), the service shall be deemed to have been made if the recipient signs for it (if the recipient refuses to accept it, the service shall be deemed to have been made on the seventh day after the date of rejection/return or the date of mailing (whichever is earlier); if they are delivered by postal letter, the service shall be deemed to have been made on the seventh day after mailing; if they are delivered by electronic means such as fax, e-mail, notice on your electronic platform, phone SMS or WeChat, the service shall be deemed to have been made on the date of successful delivery as shown in your corresponding system.

If you notify the Guarantor of the transfer of creditor's rights or makes a call on the Guarantor by publishing an announcement at the public media, the service shall be deemed to have been made since the date of the announcement.

If the Guarantor changes its address, e-mail address, fax number or phone number and WeChat ID, it should notify you of the revised information within five working days after the date of such change, otherwise you have the right to deliver it at the original address or information. If the delivery is not successful due to the change of address or information, the delivery shall be deemed to have been made on the date of return or the seventh day after mailing (whichever is earlier). The Guarantor shall bear the losses that may arise as a result, and it shall not affect the legal effect of the service.

10.3 The address, email address, fax number, phone number and WeChat ID as listed herein shall be used as the address for service of notarial and judicial documents (including but not limited to indictment/arbitration application, evidence, summons, notice of responding to action, notice to produce evidence, notice of court session, notice of hearing, award/judgment, ruling, mediation, notice of deadline for performance and other legal documents in the trial and enforcement stages) on the Guarantor. The court or notary authority shall be deemed to have effectively served the documents by sending them to the address as agreed upon herein in writing (the specific standard shall be implemented by referring to the aforementioned clause 10.2).

11. Miscellaneous

11.1 The Guarantor confirms that the operations of the specific business made by you for the Debtor and your operations related to this Letter of Guarantee can be handled in any branch/sub-branch within the jurisdiction where you are located, and the branch/sub-branch can then generate, sign or issue relevant letters, and the business operations and letters of the branch/sub-branch within the jurisdiction where you are located are regarded as your acts and are binding on both parties.

11.2 Other engagements: _____ / _____

12. Dispute resolution

The laws of the People's Republic of China (excluding those of Hong Kong, Macau and Taiwan) shall apply to this Letter of Guarantee. In case of disputes arising from this Letter of Guarantee, the Guarantor agrees to adopt the dispute resolution method as agreed upon under the Master Contract.

If the Master Contract and this Letter of Guarantee are notarized together to give enforcement effect, the Guarantor agrees that you have the right to apply directly to a court of competent jurisdiction for enforcement of the Guarantor's obligations herein.

13. Effectiveness of this Letter of Guarantee

13.1 If the Guarantor is a legal person or organization, this Letter of Guarantee shall take effect on the date of signature/seal of the legal representative/person chiefly in charge or authorized agent of the Guarantor and the official seal/contract seal of the Guarantor.

13.2 If the Guarantor is a natural person, this Letter of Guarantee shall take effect on the date of signature of the Guarantor.

14. Supplementary provisions

This Letter of Guarantee is presented in four copies for each of the lender, the Debtor, the Guarantor and the Lending Center of China Merchants Bank Shanghai Branch, with equal legal effect.

Warnings:

All the terms of this Letter of Guarantee have been explained by you to the Guarantor, and the Guarantor confirms that he/she/it understands the terms of this Letter of Guarantee in the same way as yours. Meanwhile, you have drawn the Guarantor's special attention to the provisions on excluding or limiting your liability, your unilateral possession of certain rights, increasing the Guarantor's liability or limiting the Guarantor's rights, and have given a full and accurate understanding of them.

(The remainder of this page intentionally left blank)

(The following is the signature column for the irrevocable Letter of Guarantee with no. ZJ02201111)

Sign if the Guarantor is a legal person or other organization.
Guarantor:
Legal representative/person chiefly in charge or authorized agent:
Bank and account number:



(seal)

Address:
E-mail:
Fax No.:
Phone No.:
WeChat ID:



Sign if the Guarantor is a natural person:
Guarantor (Signature):



ID name:
ID No.:

Nationality:
Bank:
Account:
Address:
E-mail:
Fax No.:
WeChat ID:
Tel:



Date: 19 November 2020