

(The original text of this document, which shall control for all purposes and in all respects, is written in the Japanese Language.)

MASTER AGREEMENT FOR ASSIGNMENT OF LOAN CLAIMS

_____ (hereinafter referred to as “Party A”) and _____ (hereinafter referred to as “Party B”) hereby enter into this Agreement with respect to the loan claim assignment transactions and transactions incidental thereto conducted between the parties hereto, as follows:

Article 1. (Definitions)

The following terms, as used in this Agreement, shall have the respective meanings set forth below:

1. “Delivery Date” in each Individual Assignment Transaction means the Business Day stated in the Loan Assignment Agreement on which the Assigner shall assign the Original Loan Claims to the Assignee and the Assignee shall pay the assignment price thereof to the Assigner.
2. “Business Day” means any day other than the days on which banks in Japan are closed for business.
3. “Loan Assignment Agreement” means the contractual document in which the agreement concerning each Individual Assignment Transaction is stated.
4. “Related Note” means, in the event that the Original Loan Receivable is derived from a note issue, the promissory note issued and given by the Original Borrower to the Original Lender

concerning such note issue.

5. “Relevant Original Contractual Documents” means all of the documents and charts concerning the Original Loan Claims (including any articles in which the contents thereof are recorded) (regardless of whether or not the Assigner has the originals thereof).
6. “Original Lender” means the person who has granted the loan related to an Original Loan Receivable to the Original Borrower.
7. “Original Loan Receivable” means the loan claim stated in each Loan Assignment Agreement as the claim to be assigned.
8. “Original Loan Claims” means the Original Loan Receivable and the Accompanying Collateral and Guarantees thereof.
9. “Original Borrower” means the debtor of the Original Loan Receivable.
10. “Original Debtors” means the Original Borrower, the collateral providers and guarantors concerning the Accompanying Collateral and Guarantees and any other persons who are obligated to perform, or are responsible for the performance of, the Original Borrower’s obligations in connection with the Original Loan Receivable.
11. “Individual Assignment Transaction” means a specific loan claim assignment transaction conducted between Party A and Party B pursuant to this Agreement.
12. “Assignee” means the person to whom the Original Loan Claims are assigned from the

Assigner in each Individual Assignment Transaction.

13. “Assigner” means the person who assigns the Original Loan Claims to the Assignee in each Individual Assignment Transaction, regardless of whether or not such person is the Original Lender.

14. “Accompanying Collateral and Guarantees” means, among the security rights over or the guarantees for the Original Loan Receivable and the like (i.e., any rights and interests securing the repayment of the Original Loan Receivable, including collateral provision commitments, guarantee commitments and so on), the collateral, the guarantees, and the like specified in the Loan Assignment Agreement as those being transferred from the Assigner to Assignee, accompanying the assignment of the Original Loan Receivable.

15. “Specified Relevant Original Contractual Documents” means, among the Relevant Original Contractual Documents, those identified in a Loan Assignment Agreement as the Specified Relevant Original Contractual Documents.

16. “Laws” means, among the treaties, laws, cabinet ordinances, Prime Minister’s Office ordinances, ministerial ordinances, bulletins (kokuji), rules, municipal ordinances, judgments, decisions, arbitration awards, circular notices (tsutatsu), and administrative guidelines, those applicable to this Agreement, the Loan Assignment Agreements, the transactions conducted pursuant to this Agreement and the Loan Assignment Agreements, and the parties concerned in this Agreement and the Loan Assignment Agreements.

17. “Execution Date” means the date on which a Loan Assignment Agreement is executed.

Article 2. (Scope of Application)

1. This Agreement shall be applied to, among loan claim assignment transactions conducted between Party A and Party B on and after the execution date of this Agreement and the transactions incidental thereto, those which are expressly specified to be subject to this Agreement.

2. In the event that there is any inconsistency between the provisions of the Loan Assignment Agreement related to any Individual Assignment Transactions and the provisions of this Agreement, the provisions of the Loan Assignment Agreement shall prevail.

Article 3. (Implementation of Individual Assignment Transactions)

1. The agreement related to each Individual Assignment Transaction between Party A and Party B shall be concluded by the execution of the relevant Loan Assignment Agreement on the Execution Date. Two (2) copies of the Loan Assignment Agreement shall be prepared as originals, and Party A and Party B shall affix their names and seals or their signatures thereon, each retaining one (1) copy thereof. Upon their execution of each Loan Assignment Agreement, Party A and Party B agree that the Assigner shall assign the relevant Original Loan Claims to the Assignee, and the Assignee shall pay the assignment price for such Original Loan Claims to the Assigner, on the Delivery Date in accordance with the terms and conditions stated in this Agreement and the relevant Loan Assignment Agreement.

2. The Assignee shall treat the provisions, if any, concerning the assignment of the Original Loan Claims (restriction on assignment, restriction on divided assignment, and the like) set forth in the Specified Relevant Original Contractual Documents, as applicable in the event that it intends to assign the Original Loan Claims concerned, except as otherwise agreed between the Assignee and the Original Borrower.

3. The title transfer procedures, perfection procedures (including transfer registration), and similar procedures concerning an Original Loan Claim shall be subject to the Loan Assignment Agreement.

4. The Assigner and the Assignee shall settle the interest payable for each interest term which includes the Delivery Date of the Original Loan Receivable as follows, except as otherwise prescribed in the relevant Loan Assignment Agreement:

(i) In the case of the deferred payment of interest:

The Assignee shall pay to the Assigner the accrued interest amount set forth in the Loan Assignment Agreement, in addition to the assignment price referred to in Paragraph 1, on the Delivery Date. Even in the event that the Original Borrower defaults in its interest payment obligation, the Assigner shall not be required to repay such accrued interest amount.

(ii) In the case of the advance payment of interest:

The Assigner shall pay to the Assignee the unaccrued interest amount set forth in the Loan Assignment Agreement on the Delivery Date. The payment of such unaccrued interest amount shall be deducted from the payment of the assignment price referred to in Paragraph 1.

5. The payments, by the Assignee to the Assigner of the assignment price referred to in Paragraph 1 and the accrued interest amount referred to in Paragraph 4 , or by the Assigner to the

Assignee of the unaccrued interest amount referred to in Paragraph 4, shall be made on the Delivery Date by the method set forth in the Loan Assignment Agreement.

6. In the event that the Assigner receives a payment of the principal and interest on the Original Loan Receivable during the period from (and including) the Execution Date through (and including) the Delivery Date, the money received shall be treated in accordance with special provisions, if any, in the Loan Assignment Agreement.

7. Upon each Individual Assignment Transaction, the Assigner shall deliver copies of the Specified Relevant Original Contractual Documents (or, if the Assigner does not have the originals thereof, the copies of the originals) no later than the Execution Date. If there are any special provisions in the Loan Assignment Agreement with respect to the delivery of the originals of the Specified Relevant Original Contractual Documents, the Assigner shall observe such provisions.

Article 4. (Scope of Information Disclosure)

1. Neither the Assigner nor the Assignee shall be obligated to disclose to the other party the information which it possesses concerning the credit status of the Original Debtors and any other similar matters (excluding the matters stated in the Loan Assignment Agreement or the Specified Relevant Original Contractual Documents), except as otherwise prescribed in the relevant Loan Assignment Agreement.

2. Upon each Individual Assignment Transaction, the Assigner and the Assignee confirm that each of them shall implement the Individual Assignment Transaction, acknowledging that the other party may have the information which it is not obligated to disclose pursuant to the preceding paragraph. In addition, the Assignee confirms that it shall examine the credit status of the Original

Debtors, the contents of the agreements concerning the Original Loan Claims, the terms and conditions of the transaction, and other matters only with the materials, information, and similar matters which it deems appropriate, regardless of whether or not such information was provided by the Assigner, and shall decide whether or not to execute the Individual Assignment Transaction by its own judgment.

3. The Assignee shall, on and after the Execution Date, independently manage and judge the credit status of the Original Debtors and the status of the Accompanying Collateral and Guarantees only with the materials, information, and similar matters which it deems appropriate, regardless of whether or not such information has been provided by the Assigner, except as otherwise prescribed in the relevant Loan Assignment Agreement.

4. The Assigner shall not guarantee the solvency of the relevant Original Debtors to the Assignee, and shall not be obligated to repurchase from the Assignee the Original Loan Claims which it assigned to the Assignee [except in the case set forth in Article 5, Paragraph 3 hereof].

Article 5. (Party A's and Party B's Representations)

1. Upon the execution of this Agreement, each party hereto represents to the other party that the matters stated in each of the following items are true as of the execution date of this Agreement and the Execution Date and the Delivery Date for each Individual Assignment Transaction. Each party, in the event that it is subsequently found that any of its representations are untrue and incorrect, shall immediately notify the other party to that effect in writing and bear any and all losses, expenses and other damages incurred by the other party thereof.

(1) The party is a company validly incorporated and existing under the Laws of the country in

which it was incorporated.

(2) The party's execution and performance of this Agreement will not result in (i) a violation of its own obligations under any other agreements or (ii) a violation of any of the Laws applicable to itself or its assets.

(3) The party has the full right capacity (kenri-noryoku) to assume all of its obligations under this Agreement and the full legal capacity (koi-noryoku) necessary to observe and perform the provisions of this Agreement, and this Agreement is validly binding upon it.

(4) The party has performed all of the procedures required by the Laws and its internal rules to execute this Agreement and to observe and perform all of its obligations under this Agreement.

(5) The net worth of the party's asset is not negative nor is it insolvent (shiharai-funo), and it does not meet the requirements for the commencement of bankruptcy, corporate reorganization, corporate rearrangement, special liquidation, civil rehabilitation or other insolvency proceedings.

2. Upon each Individual Assignment Transaction, the Assigner represents to the Assignee that the matters stated in each of the following items (excluding those matters prescribed in the Loan Assignment Agreement as those which the Assigner shall not represent to the Assignee) and the matters stipulated in the Loan Assignment Agreement which the Assigner represents to the Assignee additionally, are true as of the Execution Date and the Delivery Date for such Individual Assignment Transaction. In the event that it is subsequently found that any such representations are untrue and incorrect, the Assigner shall immediately notify the Assignee in writing.

(1) The Assigner's execution and performance of the agreement related to the Individual

Assignment Transaction will not result in (i) a violation of its own obligations under any other agreements or (ii) a violation of any of the Laws applicable to itself or its assets.

(2) The Assigner has the full right capacity (kenri-noryoku) to assume all of its obligations under the agreement related to the Individual Assignment Transaction and the full legal capacity (koi-noryoku) necessary to observe and perform the provisions of such agreement, and such agreement is validly binding upon it.

(3) The Assigner has performed all of the procedures required by the Laws and its internal rules to execute the agreement related to the Individual Assignment Transaction and to observe and perform all of its obligations under such agreement.

(4) The Original Loan Claims related to such Individual Assignment Transaction have been duly originated and are validly existing, and are enforceable in accordance with the agreements related to the Original Loan Claims.

(5) There exist no circumstances which would cause all or any part of such Original Loan Receivable to be extinguished, such as invalidation, cancellation, termination, novation, repayment or set-off of the Original Loan Receivable related to such Individual Assignment Transaction, or any other circumstances, whereby the Original Borrower can refuse its performance of obligations on the due date of such Original Loan Receivable. The Original Borrower has not alleged that there exist any of such circumstances.

(6) The rights related to the Original Loan Receivable belong only to the Assigner; the Assigner has the authority to dispose of such rights so that it can lawfully transfer such rights; such rights have not been assigned to any third party; no security interest or other encumbrances for the benefit of any

third party exists on such rights; and no agreement to assign or otherwise dispose of such rights has been reached between the Assigner and a third party.

(7) No petitions for provisional attachment, provisional disposition, compulsory execution, auction, or similar procedure in connection with the Original Loan Claims related to such Individual Assignment Transaction have been filed by any third party, and no other claims or encumbrances which may cause damage to the Assignee have been attached to such Original Loan Claims.

(8) Upon such Individual Assignment Transaction, the Assigner has delivered to the Assignee the originals or copies of all of the Relevant Original Contractual Documents which materially affect the Original Loan Claims.

(9) Under the Relevant Original Contractual Documents, (i) the Assigner has not conducted any act to change, restrict, release, suspend or subordinate the rights related to the Original Loan Claims, and (ii) no arrangements to transfer the Assigner's obligation to the Assignee by such Individual Assignment Transaction have been made.

(10) The copies of the Specified Relevant Original Contractual Documents delivered by the Assigner to the Assignee in accordance with Article 3, Paragraph 7 hereof are the true and correct copies of the originals thereof.

(11) To the best knowledge of the Assigner, the Original Borrower has not suspended payment of its debts, and no petitions for bankruptcy, commencement of corporate reorganization proceedings, commencement of corporate rearrangement, commencement of special liquidation, commencement of rehabilitation proceedings or other similar proceedings have been filed against the Original Borrower.

(12) As a result of the implementation of the Individual Assignment Transaction, the net worth of the Assigner's assets will not be negative nor will the Assigner become insolvent (shiharai-funo), nor will it meet the requirements for the commencement of bankruptcy, corporate reorganization, corporate rearrangement, special liquidation, civil rehabilitation or other insolvency proceedings.

3. In the event that it is found that any of the representations set forth in the preceding paragraph are untrue and incorrect, the Assigner shall [, when requested by the Assignee, immediately repurchase the Original Loan Claims from the Assignee. In such case, the repurchase price shall be calculated by adding the accrued interest on the Original Loan Receivable for the period from the Delivery Date through the repurchase date to, and deducting the principal and interest payment received by the Assignee prior to the repurchase from, the amount delivered pursuant to the Individual Assignment Transaction related to the Original Loan Claims. In addition to such repurchase, the Assigner shall] compensate for any and all losses, expenses and other damages incurred by the Assignee due to the fact that any of the representations set forth in the preceding paragraph are untrue and incorrect. ¹

4. Upon each Individual Assignment Transaction, the Assignee represents to the Assigner that the matters stated in each of the following items (excluding those matters prescribed in the Loan Assignment Agreement which the Assignee shall not represent to the Assigner) and the matters stipulated in the Loan Assignment Agreement which the Assignee represents to the Assigner additionally, are true as of the Execution Date and the Delivery Date for such Individual Assignment Transaction. In the event that it is subsequently found that any of such representations are untrue and incorrect, the Assignee shall immediately notify the Assigner in writing and compensate for any and all

¹ The parties who do not intend to repurchase under the above-mentioned situation are expected to execute this Master Agreement after deleting the statements in the brackets ([]).

losses, expenses and other damages incurred by the Assigner thereof.

(1) The Assignee's execution and performance of the agreement related to the Individual Assignment Transaction will not result in (i) a violation of its own obligations under any other agreements or (ii) a violation of any of the Laws applicable to itself or its assets.

(2) The Assignee has the full right capacity (kenri-noryoku) to assume all of its obligations under the agreement related to the Individual Assignment Transaction and the full legal capacity (koi-noryoku) necessary to observe and perform the provisions of such agreement, and such agreement is validly binding upon it.

(3) The Assignee has performed all of the procedures required by the Laws and its internal rules to execute the agreement related to the Individual Assignment Transaction and to observe and perform all of its obligations under such agreement.

(4) As a result of the implementation of the Individual Assignment Transaction, the net worth of the Assignee's assets will not be negative nor will the Assignee become insolvent (shiharai-funo), nor will it satisfy the conditions necessary for the commencement of bankruptcy, corporate reorganization, corporate rearrangement, special liquidation, civil rehabilitation or other insolvency proceedings.

5. The representations made by Party A or Party B upon the execution of this Agreement and the performance of each Individual Assignment Transaction under this Agreement shall be limited to the matters stated in this Article and the relevant Loan Assignment Agreement, and shall, except as otherwise prescribed in the relevant Loan Assignment Agreement, not cover any other matters (including those represented orally).

Article 6. (Conditions Precedent to Each Individual Assignment Transaction)

1. The assignment of the Original Loan Claims by the Assigner and the payment of the assignment price and the like for the Original Loan Claims by the Assignee made upon each Individual Assignment Transaction, as set forth in Article 3 hereof, shall be subject to the satisfaction of all of the conditions set forth in the following items as of the Delivery Date; provided, however, that the Assigner and the Assignee may waive all or any part of such conditions:

(1) All of the representations made by the Assigner and the Assignee pursuant to the preceding Article are true and correct.

(2) The Assigner and the Assignee have performed all of the procedures including obtaining any approvals and consents required under the Relevant Original Contractual Documents upon implementation of such Individual Assignment Transaction.

(3) The conditions prescribed in the Loan Assignment Agreement, in addition to those set forth in the preceding two (2) items, have been satisfied.

(4) The Assigner and the Assignee do not violate their respective obligations under this Agreement and the Loan Assignment Agreement, in addition to those set forth in the preceding three (3) items.

2. In the event that the assignment of the Original Loan Claims and the payment of the assignment price and the like for the Original Loan Claims are not implemented on the Delivery Date due to either the Assigner's or the Assignee's failure to satisfy any of the conditions set forth in the preceding paragraph, the party which failed to satisfy such conditions shall indemnify the other party

from any and all losses, expenses and other damages incurred by the other party thereof.

Article 7. (Assignment or Pledge of Original Loan Claims)

1. The Assignee may assign to a third party (hereinafter referred to as the “Subsequent Assignment”) or pledge the Original Loan Claims which it received when and to the extent that the provisions concerning the assignment and/or pledge of the Original Loan Claims are included in the Specified Relevant Original Contractual Documents (or when and to the extent that such provisions are duly modified when the Original Borrower consents to the Individual Assignment Transaction or at any other time), except as otherwise prescribed in the relevant Loan Assignment Agreement.

2. In the event that the Assignee conducts a Subsequent Assignment in accordance with the provisions of Paragraph 1 of this Article, the Assignee shall have the assignee of such Subsequent Assignment (hereinafter referred to as the “Subsequent Assignee”) consent in writing that the Subsequent Assignee shall be bound by the obligations which the Assignee originally owes to the Assigner in connection with its becoming the creditor for the Original Loan Receivable and the Subsequent Assignee also owes to the Assigner in accordance with the Loan Assignment Agreement upon the Subsequent Assignment, or shall receive a written consent by the Assigner to release the Subsequent Assignee from such obligations. In the event that the Subsequent Assignee has succeeded to such obligations, and if such Subsequent Assignee’s breach of any of such obligations causes damage or the like to the Assigner, the Assignee shall compensate the Assigner for such damage or the like; provided, however, that the same shall not apply in the event that the Assigner expresses its intention to the contrary.

Article 8. (Allocation of Expenses and Delinquency Charges)

1. Each of Party A and Party B shall bear its own expenses incurred by it in connection with this Agreement, and shall not claim the repayment of such expenses from the other party, except as otherwise prescribed in the relevant Loan Assignment Agreement or any other agreement between Party A and Party B.

2. In the event that either Party A or Party B delays in the performance of its payment obligations arising from this Agreement or the Loan Assignment Agreements, the party thereto shall pay the other party delinquency charges for the period of such delay (including both the beginning date and the ending date thereof) at the rate [of [fourteen percent (14%)] per annum/[]% per annum plus the funding cost calculated by the other party for such period] (calculated on a per-diem basis for a three hundred sixty-five (365)-day year).

Article 9. (Confidentiality Obligation)

Party A and Party B shall agree as follows, with respect to the Confidential Information (defined below) which each of them discloses to the other party upon entering into transactions pursuant to this Agreement (hereinafter in this Article, the party which provides or discloses the Confidential Information shall be referred to as the “Disclosing Party,” and the party to whom the Confidential Information is provided or disclosed by the Disclosing Party shall be referred to as the “Receiving Party”):

1. “Confidential Information” means the following information:

(1) The fact that each Individual Assignment Transaction is conducted; any and all information concerning the contents of the agreement related to such transaction, the terms and conditions of the transaction, the development of negotiations, and the like;

(2) Any and all information concerning the Original Debtors of the Original Loan Claims which are, or are intended to be, the subject of each Individual Assignment Transaction (regardless of whether or not the Individual Assignment Transaction has been implemented); and

(3) Any and all information concerning both Party A's and Party B's criteria for judgement, requirements, and the like concerning the assignment transactions.

2. The following information shall not be deemed as the Confidential Information:

(1) Any information which the Receiving Party owns or possesses before the Disclosing Party provides or discloses it to the Receiving Party;

(2) Any information which is already known to the public when the Disclosing Party provides or discloses it to the Receiving Party or which becomes known to the public after the Disclosing Party provides or discloses it without any reason attributable to the Receiving Party;

(3) Any information which the Receiving Party lawfully obtains from third parties without entering into any confidentiality obligation after the Disclosing Party provides or discloses it to the Receiving Party; and

(4) In the event that the Assignee has perfected the assignment of the Original Loan Receivable vis-à-vis the Original Borrower, any information, among that set forth in Item (2) of the preceding paragraph, concerning the Relevant Original Contractual Documents whose concerned party the Assigner and Assignee can defend against by the perfection.

3. The Receiving Party shall not disclose or divulge the Confidential Information to any third parties unless the Receiving Party obtains the prior written consent of the Disclosing Party (such Receiving Party's obligation to the Disclosing Party shall hereinafter be referred to as the "Confidentiality Obligation"); provided, however, that in the following cases, the Receiving Party may disclose the Confidential Information to the extent that it is necessary and does not violate the Laws:

(1) In the event that the Receiving Party discloses the Confidential Information to its officers;

(2) In the event that the Receiving Party discloses the Confidential Information to its parent company, affiliated companies, or the like;

(3) In the event that the Receiving Party is obliged to disclose the Confidential Information under the Laws (including cases where the Receiving Party is required to obey an order issued by the competent authorities or courts pursuant to the Laws);

(4) In the event that the Receiving Party discloses the Confidential Information to its lawyers, certified public accountants, tax accountants or other external professionals;

(5) In the event that the Receiving Party who is the Assignee in the Individual Assignment Transaction discloses to a prospective assignee, a prospective pledgee, a transfer agent, or a rating agency the contents of the Relevant Original Contractual Documents concerning the Original Loan Claims concerned or the list and the like of the past assigners of the Original Loan Claims, for the purpose of assigning or pledging to a third party the Original Loan Claims related to the transaction;

(6) In the event that the Receiving Party intends to entrust to a person other than parties

concerned in this Agreement the operations concerning the collection and management of the Original Loan Claims; or

(7) In the event that the Receiving Party discloses to the relevant Original Debtors the fact that the Individual Assignment Transaction has been conducted, in order to perfect the assignment and/or pledge of the Original Loan Claims.

Provided, however, that in the case set forth in each of the items of this paragraph, except for Item (3), the Receiving Party shall take the measures which are generally deemed appropriate so that the receiver of the Confidential Information assumes a confidentiality obligation which is substantially the same as the Receiving Party's Confidentiality Obligation under this Article.

4. The Receiving Party may receive the Confidential Information only for the purpose of making a judgement to enter into each Individual Assignment Transaction or collecting, managing or disposing of the Original Loan Claims (including the Subsequent Assignment or pledge) (hereinafter referred to as the "Purposes") and only in accordance with the provisions of this Article, and may not use the Confidential Information for any purpose other than the Purposes.

5. In the event that the Receiving Party no longer needs, for the Purposes, to keep or possess the materials concerning the Confidential Information it has received from the Disclosing Party, the Receiving Party shall, unless it violates the Laws, return to the Disclosing Party, destroy, or eliminate the materials (including any duplications thereof).

6. The Receiving Party's Confidentiality Obligation shall continue to be effective for [] years after the Receiving Party receives such Confidentiality Information or it is disclosed to it, provided, however, that even after the expiration of such period, the Confidentiality Obligation set forth in this

Article shall remain effective in the event that the Individual Assignment Transaction is conducted, with respect to the Confidential Information related to the Original Loan Claims, until the completion of the performance of the obligations related to the Original Loan Claims.

7. When the Receiving Party violates its obligation prescribed in this Article due to reasons attributable to itself, the Receiving Party shall fully compensate the Disclosing Party for any damage incurred by the Disclosing Party due to such violation. Even after the effective period of the Confidentiality Obligation set forth in the preceding paragraph has elapsed, the provisions of this paragraph shall apply as far as such violation occurs during the effective period.

8. The Disclosing Party shall not, except as otherwise prescribed in this Agreement or the relevant Loan Assignment Agreement, guarantee in any way whatsoever the accuracy, reliability nor integrity of the Confidential Information which it provides or discloses, and shall not be obligated to compensate for any damage which the Receiving Party suffers and which is caused by any inaccuracy or the like of such Confidential Information unless such damage is caused by the Disclosing Party's willful misconduct or negligence.

Article 10. (Miscellaneous Provisions)

1. Amendment and termination of this Agreement

(1) The provisions of this Agreement may be amended only when agreed upon between Party A and Party B in writing.

(2) Party A and Party B may terminate this Agreement upon mutual written agreement; provided, however, that the obligations of Party A and Party B which have arisen pursuant to this

Agreement on or before the termination of this Agreement shall remain effective after the termination hereof.

2. Notification

(1) Upon the execution of this Agreement, each of Party A and Party B shall notify the other party in writing of its name, address, liaison, seal/signature used for the transactions conducted pursuant to this Agreement and other matters necessary.

(2) In the event that either of Party A and Party B makes any change to the notification set forth pursuant to the preceding paragraph, it shall immediately notify the other party of such change in writing. Each of Party A and Party B may assume that no change has been made to the original notification unless the other party notifies of the change.

(3) In the event that a notice given or a document (or the like) sent pursuant to this Agreement is received after the due date or does not reach the relevant party at all because either of Party A and Party B has neglected to give notification set forth in the preceding two (2) items, the notice given or the document (or the like) shall be deemed to have reached the relevant party at the time it should have reached it under normal conditions.

3. Delivery of notices and documents

(1) Any notices to either party hereto, given by the other party in accordance with the requirement or the permission under this Agreement and the transactions conducted pursuant to this Agreement, shall be given in writing and be addressed to the address notified by the other party (or to the other address, if any, notified by the other party as the alternative) by either means set forth in

Items (a) through (c) below, which the party giving the notices selects. The same shall apply with respect to the delivery of the documents required under this Agreement and at the transactions conducted pursuant to this Agreement.

- (a) Delivery by hand
- (b) Mail or courier service
- (c) Facsimile transmission (The original copy shall be delivered by the method set forth in Item (a) or (b) above after the facsimile transmission.)

(2) The notices given, and the documents submitted by each party hereto to the other party or executed between the parties hereto concerning this Agreement shall be in the Japanese language; provided, however, that the same shall not apply if otherwise agreed upon between Party A and Party B.

4. Headings

The headings of Articles and paragraphs of this Agreement and the order of the provisions hereof have been set for the sake of convenience and for the referential purposes of the parties hereto, and shall not affect in any way the interpretation of this Agreement.

5. Endurance of rights

Neither Party A's nor Party B's failure to exercise all or a part of its rights vis-à-vis the other party as prescribed in this Agreement, nor delay in its exercise of such rights, shall be deemed to constitute such party's waiver of such rights vis-à-vis the other party, or to release the other party from or mitigate its obligations, and shall not have any effect on such rights or obligations.

6. Governing law and agreed jurisdiction

This Agreement and the transactions conducted pursuant to this Agreement shall be governed by the laws of Japan. The [Tokyo] District Court shall have [exclusive/nonexclusive] jurisdiction with respect to any disputes arising in connection with this Agreement and the transactions conducted pursuant to this Agreement.

IN WITNESS WHEREOF, this Agreement has been prepared in duplicate, and the parties hereto have affixed their respective names and seals or their respective signatures hereon, each party retaining one (1) copy hereof.

Date:

Party A:

_____ [seal]

Party B:

_____ [seal]

[Stamp]