

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

LOAN CLAIMS ASSIGNMENT AGREEMENT

[](hereinafter referred to as the “Assigner”) and [](hereinafter referred to as the “Assignee”) hereby enter into this Agreement concerning the assignment of the loan claim stated in Article 1, Paragraph 1 of this Agreement conducted by the Assigner to the Assignee, pursuant to the “Master Agreement For Assignment of Loan Claims” entered into by and between the Assigner and the Assignee as of _____ (hereinafter referred to as the “Master Agreement”), as set forth below. In the event that there is any inconsistency between the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement shall prevail. The terms defined in the Master Agreement shall also have the same meanings in this Agreement.

Article 1. (Original Loan Claims)

1. The basic matters concerning the Original Loan Receivable assigned by the Assigner to the Assignee pursuant to this Agreement shall be as follows:

Original Borrower	
Type of loan	
Lending date	
Final repayment date	
Initial loan principal amount	
Terms and conditions of principal repayment	
Outstanding principal (as of the	

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Delivery Date)	
Interest rate and terms and conditions of interest payment	
Assigned principal amount	
Provisions of the Relevant Original Contractual Documents concerning assignment of loan claims and/or pledge	
Details of the Specified Relevant Original Contractual Documents	

2. The Assigner and the Assignee hereby agree with respect to the Accompanying Collateral and Guarantees, as follows:

(1) The details of the Accompanying Collateral and Guarantees related to the Individual Assignment Transaction conducted pursuant to this Agreement shall be as follows:

<input type="checkbox"/>	No Accompanying Collateral and Guarantees exist.
<input type="checkbox"/>	The Accompanying Collateral and Guarantees exist.
(Details)	

(2) The Assigner and the Assignee hereby agree, as follows, with respect to the title transfer procedures and the perfection procedures, expense sharing in these procedures, and other matters concerning the Accompanying Collateral and Guarantees stated in the preceding item:

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Article 2. (Delivery of Assignment Price, etc.)

The Assigner and the Assignee hereby agree, as follows, concerning the Delivery Date, the delivery amount, and the settlement method of the delivery amount:

(1) Delivery Date: _____

(2) Delivery amount:

Assignment price (a)	
Accrued interest (b)	
Unaccrued interest (c)	
Delivery amount = (a) + (b) - (c)	

(3) Settlement method:

- Bank of Japan Financial Network ()
System (Nichigin-Net)
- Zengin Data Communication ()
System (Zengin-System)
- Other method ()

(4) The Assigner and the Assignee hereby agree as follows, with respect to the handling of any principal and interest payment received by the Assigner of the Original Loan Claims during the period from the Execution Date of this Agreement through the Delivery Date, as referred to in Article 3, Paragraph 6 of the Master Agreement:

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Article 3. (Execution of Individual Assignment Transaction)

1. The Assigner and the Assignee shall amend the provisions of Article 5 of the Master Agreement, as follows, within the scope of the Individual Assignment Transaction conducted pursuant to this Agreement:

(1) The Assigner's representations set forth in Article 5, Paragraph 2 of the Master Agreement shall be amended, as follows:

(i) The Assigner also represents that the matters stated in Article 1, Paragraph 1 of this Agreement are true and correct.

(ii) ~

(2) The Assignee's representations set forth in Article 5, Paragraph 4 of the Master Agreement shall be amended, as follows:

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2. The Assigner shall, at its own expense, obtain the consent of the Original Borrower not to raise any objection to the assignment of the Original Loan Claims conducted pursuant to this Agreement no later than the Delivery Date, and shall acquire a fixed date (kakutei-hizuke) for such consent. The provisions of this paragraph shall constitute the conditions referred to in Article 6, Paragraph 1, Item (3) of the Master Agreement.

3. The Assigner and the Assignee hereby agree that the approval and consent obtainment and other procedures required under the Relevant Original Contractual Documents,

as stated in Article 6, Paragraph 1, Item (2) of the Master Agreement, are as follows:

4. In addition to Paragraph 2 above, the Assigner and the Assignee hereby agree that the additional conditions referred to in Article 6, Paragraph 1, Item (3) of the Master Agreement are as follows:

5. The Assigner hereby agrees that in the event that the conditions precedent set forth in Article 6, Paragraph 1 of the Master Agreement (excluding the conditions waived pursuant to the proviso of Article 6, Paragraph 1 thereof) are satisfied, the Assigner shall deliver the originals of the Specified Relevant Original Contractual Documents to the Assignee on the Delivery Date (after endorsing the Related Note without recourse); provided, however, that the Assigner shall not be required to deliver to the Assignee, among the Specified Relevant Original Contractual Documents, the originals of the following contractual documents and the like:

Article 4. (Additional Matters)

1. The portion of the Assignee's obligations to be performed for the Assigner pursuant to this Agreement which should be transferred to the Subsequent Assignee upon the Subsequent Assignment in accordance with Article 7, Paragraph 2 of the Master Agreement shall be as follows:

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2. In addition to the preceding paragraph, the Assigner and the Assignee hereby agree upon the following matters:

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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:

Assigner:

_____ [seal]

Assignee:

_____ [seal]

[Stamp]