

(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 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, as follows, with respect to the Accompanying Collateral and Guarantees:

(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, the 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 Telecommunications ( )  
 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 Receivable 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:

Article 3. (Execution of Individual Assignment Transaction)

1. The Assigner and the Assignee 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 are 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) With respect to Article 5, Paragraph 2, Item (5) of the Master Agreement, the Assigner does not represent as to the non-existence of the set-off defense made by the Original Borrower.

(iii) ~

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

2. 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:

3. 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:

4. 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, as follows, the originals of the Specified Relevant Original Contractual Documents to the Assignee:

<u>Specified Relevant Original Contractual Documents other than the Related Note</u>	<u>Related Note</u>
<input type="checkbox"/> No later than the Delivery Date	<input type="checkbox"/> No later than the Delivery Date
<input type="checkbox"/> Whenever requested by the Assignee	<input type="checkbox"/> Whenever requested by the Assignee
<input type="checkbox"/> When the delegation of the Entrusted Operation (defined in Article 5 hereof) is terminated	<input type="checkbox"/> When the delegation of the Entrusted Operation (defined in Article 5 hereof) is terminated
<input type="checkbox"/> Otherwise ( )	<input type="checkbox"/> Otherwise ( )

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:

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Article 4. (Perfection of Assignment of Original Loan Receivable)

1. The Assigner and the Assignee hereby agree, as follows, with respect to the perfection of the Individual Assignment Transaction:

(1) Details of perfection

Perfection against debtors  The perfection shall be obtained no later than the Delivery Date.

The perfection shall be obtained within [ ] Business Days after the Delivery Date.

The perfection shall be reserved. (Refer to Item (4) of this paragraph.)

Perfection against third parties  The perfection shall be obtained no later than the Delivery Date.

The perfection shall be obtained within [ ] Business Days after the Delivery Date.

The perfection shall be reserved. (Refer to Item (4) of this paragraph.)

(2) Method of perfection

<u>Measures</u>	<u>Details</u>
<input type="checkbox"/> Special Exceptions Law for Assignment of Claims (Note)	
<input type="checkbox"/> Articles 467 and 468 of the Civil Code	<input type="checkbox"/> The Assigner shall notify the Original Borrower of the assignment of the Original Loan Receivable in a document with a fixed date ( <u>kakutei-hizuke</u> ). <input type="checkbox"/> The Assigner shall obtain the consent of the Original Borrower to the assignment of the Original Loan Receivable in a document with a fixed date ( <u>kakutei-hizuke</u> ). <input type="checkbox"/> The Assigner shall obtain the consent of the Original Borrower without any objection in a document with a fixed date ( <u>kakutei-hizuke</u> ). <input type="checkbox"/> Otherwise

(Note) The “Special Exceptions Law for Assignment of Claims” means the “Law Concerning Exceptions, etc. to the Civil Code concerning the Perfection of Transfer of Claims” (Law No. 104, 1998).

(3) Expense sharing

- The expenses for the perfection shall be borne by the Assigner.
- The expenses for the perfection shall be borne by the Assignee.
- The expenses for the perfection shall be shared equally by the Assigner and the Assignee.
- Otherwise

(4) The Assigner and the Assignee hereby agree with respect to the perfection reserved pursuant to this Paragraph, as follows:

2. Unless the assignment of the Original Loan Receivable is perfected against the Original Borrower, the Assignee shall not disclose any facts concerning the Individual Assignment Transaction to the Original Debtors; provided, however, that the notices and the like given to obtain the perfection against the Original Borrower pursuant to the provisions of this Agreement shall be the exception.

3. In the event that either party hereto has breached its obligations prescribed in this Article, such party shall compensate for any and all losses, expenses and other damages incurred by the other party due to such breach.

Article 5. (Entrustment of Operation)

1. The Assigner and the Assignee hereby agree with respect to the entrustment of the operation by the Assignee, as the trustor, to the Assigner, as the trustee.



(1) Entrustment of operation

- The Assignee entrusts specific operations to the Assigner.  
 The Assignee does not entrust any operations to the Assigner.

(In the event that the entrustment of specific operations is conducted pursuant to this Item, the Assignee who entrusts the operation shall hereinafter be referred to as the “Specified Trustor”, the Assigner who accepts the entrustment shall hereinafter be referred to as the “Specified Trustee”, and the entrusted operation shall hereinafter be referred to as the “Entrusted Operation,” respectively.)

- (2) The Entrusted Operation shall be the operation stated in the Attachment hereto; provided, however, that the following operation(s) shall be excluded from the Entrusted Operation:

In addition, the following operation(s) shall be added to the Entrusted Operation:

- (3) The delivery of money collected by the Specified Trustee to the Specified Trustor as part of the Entrusted Operation shall be conducted as follows:

Bank of Japan Financial Network ( )  
System  
(Nichigin-Net)

Zengin Data Telecommunications ( )  
System  
(Zengin-System)

Other method ( )

The delivery date is hereby agreed upon, as follows:

(4) The entrustment fees to be paid by the Specified Trustor to the Specified Trustee with respect to the Entrusted Operation, the method of payment thereof, and the like shall be as follows:

2. The Specified Trustee (i) shall not be required to investigate and manage the credit status of the Original Debtors, request the acceleration of the payment of the Original Loan Receivable, exercise the rights related to the Accompanying Collateral and Guarantees, or conduct any other operations not specified as the Entrusted Operation on behalf of the Specified Trustor, and (ii) may preserve or exercise the loan claims and other rights against the Original Debtors which the Specific Trustee owns, even in the event that the Specified Trustee accepts the entrustment of the Entrusted Operation, except as otherwise specifically prescribed in this Agreement.

3. The Specified Trustee shall not be liable for any damage sustained by the Specified

Trustor due to any cause whatsoever as long as it performs the Entrusted Operation with the care of a good manager.

4. In the event that the Specified Trustor entrusts the Entrusted Operation with the Specified Trustee, the Assignee hereby agrees, as follows, with respect to the exercise of its rights based on the Original Loan Claims:

- The Assignee shall not exercise the rights directly against the Original Debtors.
- In the event that the assignment of the Original Loan Receivable is not perfected against the Original Borrower, the Assignee shall not exercise the rights directly against the Original Debtors. In the event that the assignment of the Original Loan Receivable is perfected against the Original Borrower, the Assignee shall exercise the rights directly against the Original Debtors only in the following case(s):

5. In the event that the Specified Trustor entrusts the Entrusted Operation with the Specified Trustee, and if the Original Borrower offers to prepay the Original Loan Receivable, the acceptance or refusal of the prepayment offer and the calculation of the settlement money shall be handled as follows:

(1) Acceptance or refusal of the prepayment offer

- The Specified Trustor shall decide the acceptance or refusal of the offer.
- The Specified Trustor shall accept the offer.

(2) Calculation of settlement money

- The Specified Trustor shall calculate the amount of the settlement money in accordance with the provisions of the Relevant Original Contractual Documents.
- The Specified Trustee shall calculate the amount of the settlement money in accordance with the provisions of the Relevant Original Contractual Documents.

Article 6. (Termination, etc. of Entrustment of Entrusted Operation)

1. In the event that the entrustment of the Entrusted Operation is conducted, the entrustment shall be terminated by written agreement between the parties hereto; provided, however, that the same shall not apply in either of the following cases:

(1) In the following case(s), the Specified Trustor may terminate the entrustment of the Entrusted Operation by notifying the Specified Trustee:

(2) In the following case(s), the Specified Trustee may terminate the entrustment of the Entrusted Operation by notifying the Specified Trustor:

2. Notwithstanding the provisions of the preceding paragraph, in the event that the Specified Trustee defaults in its performance of the Entrusted Operation and does not remedy such default even after receiving the Specified Trustor's notice requesting the remedy with a reasonable grace period, the Specified Trustor may terminate the entrustment of the Entrusted Operation by notifying the Specified Trustee.

3. In the event that the Original Loan Receivable for which the Entrusted Operation is entrusted has been repaid or extinguished, or in the event that the Specified Trustor has assigned the Original Loan Receivable to a third party, the entrustment of the Entrusted Operation with respect to such Original Loan Receivable shall automatically be terminated; provided, however, that in the event that the Specified Trustor assigns the Original Loan Receivable to a third party, the Specified Trustor shall notify the Specified Trustee to that effect in advance. In the event that the entrustment of the Entrusted Operation under Article 5 hereof is related to more than one (1) Original Loan Receivable, and if, upon the Specified Trustor's assignment of any of the Original Loan Receivables to a third party, there are unassigned Original Loan Receivables, the entrustment of the Entrusted Operation shall remain effective to the extent that it relates to such unassigned Original Loan Receivable.

4. Even in the event that the entrustment of the Entrusted Operation is cancelled or terminated in accordance with the provisions of this Article, the Specified Trustee's obligations, which have actually arisen from and in connection with the performance of the Entrusted Operation prior to the time of such cancellation or termination, shall remain effective until such obligations are performed.

5. In the event that the Specified Trustor has assigned the Original Loan Receivable to a third party, no entrustment relationship whatsoever shall occur between the Specified Trustee and such third party; provided, however, that the same shall not apply if otherwise agreed upon between the Specified Trustee and such third party.

#### Article 7. (Set-off, etc.)

1. In the event that the Assigner's claims related to the Original Loan Claims and any claims that the Original Debtors may have against the Assigner (hereinafter referred to as the "Counter-claims") are eligible to be offset against each other, the Assigner (i) shall not make

such offset for its own benefit, and (ii) shall not be obligated to make such offset on behalf of the Assignee or any subsequent successor to the Original Loan Claims. In the event that the Original Loan Claims and the Counter-claims are eligible to be offset against each other, the Assignee may not request the relevant Assigner to offset such claims against each other.

2. In the event that the amount of the Original Loan Receivable has decreased by the Original Debtors' active offset of their Counter-claims, the Assigner shall pay such decreased amount to the Assignee (or any creditor of such Original Loan Receivable who is known to the Assigner) without delay after the Assigner becomes aware that the offset was made by the Original Debtors.

3. In the event that the Assigner has more than one (1) claim that may be offset by the Original Debtors through the Counter-claims, and if, when the Original Debtors make the offset of the Counter-claims against such claims, the Assignee is entitled to designate which of such claims will be appropriated by such offset, the Assignee shall make such designation for appropriation so that the Original Loan Claims will be decreased by the offset in proportion to the ratio of the amount of the Original Loan Claims against the total amount of the claims which may be offset by the Original Debtors and in the same appropriation priority order as the Original Loan Claims. The provisions of the preceding paragraph shall also apply here.

4. In the event that, upon an offset made by the Original Debtors, the creditor of the Original Loan Receivable is entitled to receive any settlement money pursuant to the provisions of the Relevant Original Contractual Documents, and if both the creditor at the time of such offset (hereinafter referred to as the "Creditor" in this paragraph) and the Assigner who has assigned such Original Loan Claims to the Creditor are able and authorized to calculate the settlement money, such calculation shall be made as set forth below. The Assigner and the Creditor shall accept the calculation conducted by the person designated in charge of the calculation unless the calculation contains an obvious error.

- The Assigner shall conduct the calculation in accordance with the provisions of the Relevant Original Contractual Documents.
- The Creditor shall conduct the calculation in accordance with the provisions of the Relevant Original Contractual Documents.

5. In the event that the Original Loan Claims have been duly paid by the Original Debtors to the Assigner, the Assigner shall pay such payment amount to the Assignee (or to any creditors of such Original Loan Claims who are known to the Assigner) without delay.

6. In the event that the repayment of the Original Loan Claims have duly been made by the Original Debtors to the Assigner, and the Assigner has more than one (1) claim that may be paid by such repayment, and if the Assigner is entitled to designate which of the Original Loan Claims will be appropriated by such payment, the Assignee shall make such designation for appropriation so that the Original Loan Claims will be decreased by the repayment in proportion to the ratio of the amount of the Original Loan Claims against the total amount of the claims which are repayable by the Original Debtors and in the same appropriation priority order as the Original Loan Claims. The provisions of the preceding paragraph shall also apply here.

Article 8. (Additional Matters)

1. The Assigner and the Assignee hereby agree, as follows, to the special provisions concerning the assignment and/or pledge of the Original Loan Claims set forth in Article 7, Paragraph 1 of the Master Agreement:

2. The portion of the Assignee's obligations to be performed by the Assigner pursuant

to this Agreement that 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:

3. The Assigner and the Assignee hereby agree on the following matters:



JSLA: Loan Secondary Committee  
LOAN CLAIMS ASSIGNMENT AGREEMENT (Version B)-2001

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]

Attachment

Basic Contents of Entrusted Operation

1. Receipt and delivery of collected money

(1) The Specified Trustee shall receive the principal and interest and other collected money related to the Original Receivable from the Original Borrower on behalf of the Specified Trustor, and shall immediately deliver the same to the Specified Trustor by the settlement method stated in this Agreement. The operations concerning the receipt and delivery of money collected shall not include the following operations:

(i) In the event that the Original Borrower fails to perform its payment obligations related to the Original Loan Receivable, any demand and request for the performance of such obligations;

(ii) Any exercise of the rights related to the Accompanying Collateral and Guarantees;

(2) Even before the Original Borrower performs its payment obligations related to the Original Loan Receivable, the Specified Trustee may temporarily pay the amount equivalent to such payment obligation to the Specified Trustor. In such case, if the Original Borrower does not perform such payment obligations to the Specified Trustee on the day on which such temporary payment is made, the Specified Trustor shall, upon the Specified Trustee's request, immediately refund such temporary payment to the Specified Trustee.

2. Custody of Specified Relevant Original Contractual Documents

The Specified Trustee shall keep in its custody the Specified Relevant Original Contractual Documents on behalf of the Specified Trustor.

3. Matters concerning prepayment

In the event that the Original Borrower offers to prepay all or any part of the Original Loan Receivable, the Specified Trustee shall immediately take the following procedures:

- (1) Notify the Specified Trustor of the details of such offer;
- (2) Notify the Original Borrower of the Specified Trustor's acceptance or refusal of such offer in accordance with the provisions of this Agreement;
- (3) In the event that it is necessary for the Specified Trustee to receive the settlement money from the Original Borrower due to the prepayment, notify the Original Borrower of the amount of the settlement money calculated in accordance with the provisions of this Agreement; and
- (4) Receive the prepaid amount of principal, accrued interest and settlement money and immediately deliver the same to the Specified Trustor as a part of the work set forth in 1. above.

4. Issue of interest calculation statement and balance certificate

Only in the event that the Individual Assignment Transaction of the Original Loan Receivable is not perfected against the Original Borrower, the Specified Trustee shall issue an interest calculation statement and a balance certificate to the Original Borrower with respect to the Original Loan Receivable.

5. Reporting

The Specified Trustee shall report the situation to the Specified Trustor without delay in any of the following cases:

- (1) In the event that the Original Debtors offer to modify the Relevant Original Contractual Documents, and if such modification causes a change in the details of the Original Loan Claims;
- (2) In the event that the Original Debtors offer to modify or terminate the Accompanying Collateral and Guarantees;
- (3) In the event that the Specified Trustee is requested by the Specified Trustor to report on the state of the performance of the Entrusted Operation;
- (4) In the event that the Original Debtors fail to perform their payment obligations concerning the Original Loan Claims; or
- (5) In the event that the Original Debtors are required to notify any known creditor of the fact of a merger of the themselves or otherwise required by the Laws, and if the perfection of the Individual Assignment Transaction of the Original Loan Claims against the Original Debtors is reserved and such notification has been made to the Specified Trustee.