table of contents

page

1. Definitions 1

2. Rights and Obligations of Lenders 7

3. Use of Proceeds 7

4. Effectiveness of this Agreement 7

5. Drawdown Request 7

6. Conditions Precedent for Making of Loans 10

7. Making of Loans 11

8. Failure to Make Loans 13

9. Exemption of Lender 14

10. Increased Costs and Illegality 14

11. Repayment of Principal 15

12. Interest 16

13. Prepayment 16

14. Default Interest 17

15. Commitment Fee 17

16. Agent Fee 19

17. Expenses; Taxes and Public Charges 19

18. Performance of Borrower's Obligations 19

19. Distribution to Lenders 21

20. Borrower's Representations and Warranties 26

21. Borrower's Covenants 29

22. Acceleration 31

23. Set-Off, Exercise of Permitted Security Interests and Discretionary Disposal 34

24. Arrangements Among Lenders 36

25. Rights and Duties of the Agent 38

26. Resignation and Dismissal of the Agent 40

27. Clarification of the Intention of the Lenders 41

28. Amendment to this Agreement 42

29. Assignment of this Agreement 42

30. Assignment of Loan Receivables 44

31. Collection from Third Party 45

32. Termination of All Lenders’ Lending Obligations 46

33. General Provisions 46

**COMMITMENT LINE agreement (JSLA 2013 Version)**

 [*name of K.K.*] (hereinafter referred to as the “**Borrower**”); the financial institutions described in Appendix 1 of this Agreement (hereinafter respectively referred to as a “**Lender**”, and collectively referred to as “**All Lenders**”); and [*name of K.K.*] (hereinafter referred to as the “**Agent**”), as of the date of [ ], enter into the following agreement (hereinafter referred to as this “**Agreement**”).

1. **DEFINITIONS**

 In this Agreement, the following terms shall have the meanings provided for below, unless it is apparent that such terms mean otherwise in the context hereof.

1.1 “**Agent Fee**” (*agent fee*) means the fees that the Borrower shall pay to the Agent as separately agreed upon between the Borrower and the Agent.

1.2 “**Agent Services**” (*agent gyomu*) means the services provided for in the provisions of this Agreement whereby the Agent was entrusted by All Lenders to perform for the benefit of All Lenders.

1.3 *[\* In the case of Agent’s Account Drawdown Method or Agent’s Account Repayment Method]* [“**Agent’s Account**” (*agent koza*) means the [checking/ordinary/special] deposit account (Account No. [ ], Account Holder: [ ]) held by the Agent at [[] *Bank, K.K.*] [[ ] Branch/[ ] Department] or other accounts designated and notified to the Borrower and the Lenders by the Agent from time to time.]

1.4 “**Applicable Interest Rate**”(*tekiyo-riritsu*) means the interest rate equal to the Base Rate plus the Spread.

1.5 “**Assignee**”(*yuzuriukenin*) means the person who receives the assignment of the Loan Receivables in accordance with Clause 30.1.

1.6 “**Assignor**”(*yuzuriwatashinin*) means the person who assigns the Loan Receivables in accordance with Clause 30.1.

1.7 “**Base Loan Term**”(*kijyun-kashitsuke-kikan*) means the period to be provided for in the Drawdown Request as the benchmark for setting the Base Rate.

1.8 “**Base Rate**”(*kijyun-kinri*) means the interest rate for the relevant Base Loan Term according to [the Japanese Yen TIBOR (page 17,097 of the Telerate, or other page that may replace such page) / the Euro-yen TIBOR (page 23,070 of the Telerate, or other page that may replace such page)] published by the Japanese Bankers Association at 11:00 AM or at the nearest possible time after 11:00 AM of the second Business Day prior to the Desired Drawdown Date. Provided, however, that if the interest rate for the relevant Base Loan Term is not displayed in [the Japanese Yen TIBOR (page 17,097 of the Telerate or other page that may replace such page) / the Euro-yen TIBOR (page 23,070 of the Telerate or other page that may replace such page)] published by the Japanese Bankers Association, the Base Rate means the higher of (i) the interest rate for the shortest period displayed in [the Japanese Yen TIBOR (page 17,097 of the Telerate or other page that may replace such page) / the Euro-yen TIBOR (page 23,070 of the Telerate or other page that may replace such page)] published by the Japanese Bankers Association that exceeds the relevant Base Loan Term or (ii) the interest rate for the longest period displayed in [the Japanese Yen TIBOR (page 17,097 of the Telerate or other page that may replace such page) / the Euro-yen TIBOR (page 23,070 of the Telerate or other page that may replace such page)] published by the Japanese Bankers Association that does not exceed the relevant Base Loan Term (if the relevant Base Loan Term is less than one week, the interest rate for one week). Further, in cases where the Base Loan Term is not less than one month, and such interest rate is not published for some reason, this rate shall be the interest rate (indicated as an annual rate) that is reasonably decided upon by the Agent as the offered rate applicable for a drawdown in yen for the relevant Base Loan Term in the Tokyo Interbank Market as of 11:00 AM of the second Business Day prior to the Desired Drawdown Date or the nearest time prior thereto.

1.9 “**Break Funding Cost**”(*seisankin*) means, in cases where the principal is repaid or set off before the Maturity Date of the Individual Loan, and where the Reinvestment Rate falls below the Applicable Interest Rate applicable at the time of such repayment or set-off, the amount calculated as the principal amount with respect to which such repayment or set-off was made, multiplied by (i) the difference between the Reinvestment Rate and such Applicable Interest Rate, and (ii) the actual number of days of the Remaining Period. “**Remaining Period**” means the period commencing on the day the repayment or set-off was made and ending on the Maturity Date, and the “**Reinvestment Rate**” means the interest rate reasonably determined by the Lenders as the interest rate to be applied on the assumption that the prepaid or off-set principal amount will be reinvested in the Tokyo Interbank Market during the Remaining Period. The calculation method for such Break Funding Cost shall be on a per diem basis, [inclusive of first and last day/inclusive of first day and exclusive of last day], assuming that there are [365/360] days per year, wherein divisions shall be done at the end of the calculation, and fractions less than one yen shall be rounded down.

1.10 “**Business Day**” (*eigyobi*) means any day other than those that are bank holidays under the Laws and Ordinances of Japan.

1.11 “**Commitment Amount**”(*kashitsuke-kyokudogaku*) means the amount provided for in Appendix 1 of this Agreement with respect to each Lender (or, in the case of change in accordance with the provisions of Clause 29.2, the amount after such change).

1.12 “**Commitment Fee**”(*commitment fee*) means the fees that the Borrower shall pay to the Lenders in accordance with the provisions of Clause 15.

1.13 “**Commitment Fee Calculation Period**”(*commitment fee keisan-kikan*) means the period commencing on the commencement date (inclusive) of the Commitment Fee Calculation Period as set out in Appendix 2 of this Agreement and ending on the termination date (inclusive) of the relevant Commitment Fee Calculation Period. Provided, however, that if the Lending Obligations of any or all of the Lenders terminate before the expiration of the Commitment Term Expiration Date, the Commitment Fee Calculation Period of such Lender will terminate on the day (inclusive) the Lending Obligations of such Lender terminate, and there will be no subsequent Commitment Fee Calculation Period.

1.14 “**Commitment Fee Rate**”(*commitment fee ryoritsu*) means [ ]% per annum.

1.15 “**Commitment Ratio**”(*sanka-wariai*) means the percentage of the Commitment Amount of each Lender to the Total Commitment Amount.

1.16 “**Commitment Term**”(*commitment kikan*) means the period commencing on the execution date (inclusive) of this Agreement and ending on the day (inclusive) that All Lenders’ Lending Obligations terminate.

1.17 “**Commitment Term Expiration Date**”(*commitment kikan-manryobi*) means [*mm/dd/yy*] (the preceding Business Day if this day is not a Business Day).

1.18 “**Costs Increased Lender**”(*zokahiyo-hassei-kashitsukenin*) means a Lender that has incurred Increased Costs.

1.19 “**Desired Drawdown Date**”(*jikko-kibobi*) means the Business Day [*[\* If a Maturity Date is not permitted to be set after the Commitment Term Expiration Date.]* (excluding the Commitment Term Expiration Date)] during the Commitment Term that the Borrower designates in the Drawdown Request as the date on which the Borrower desires to drawdown a Loan.

1.20 “**Drawdown Date**”(*jikkobi*) means the date of the drawdown of a Loan.

1.21 “**Drawdown Request**”(*kariire-moshikomisho*) means a request in the form of Attachment 1 of this Agreement that the Borrower shall submit to the Agent in accordance with Clause 5.1 when the Borrower desires to make a drawdown pursuant to this Agreement.

1.22 “**Due Date**”(*bensaikijitsu*) means, with respect to the principal and interest in relation to the Loans, the Maturity Date provided for in Clause 5.2; with respect to the Commitment Fee, the date provided for in Clause 15.1; and with respect to other amounts, the date provided for as the date on which payments shall be made in accordance with this Agreement.

1.23 “**Due Time**”(*shiharai-kigen*) means, if any Due Dates are provided for herein, [*time*] [AM / PM] of such Due Date.

1.24 “**Exemption** **Event**”(*kashitsukefuno-jiyu*) means (i) an outbreak of a natural disaster, war or terrorist attack, (ii) an interruption or difficulty in the electrical, communications or various settlement systems, (iii) any event that occurs within the Tokyo Interbank Market that disables loans in yen, and (iv) any other event not attributable to the Lenders that results in the Majority Lenders (if it is difficult to clarify the intention of the Majority Lenders, the Agent) determining that it is impossible for any or all of the Lenders to make the Loan.

1.25 “**Exemption Period**”(*kashitsukefuno-kikan*) means the period commencing on the day (inclusive) the Borrower receives the notice in Clause 9.1 and ending on the day (inclusive) it receives the notice in Clause 9.2.

1.26 “**Increased Costs**”(*zokahiyo*) means the increased portion (the amount reasonably calculated by a Lender) of expenses, in cases where the expenses for the drawdown or holding of an Individual Loan, continuance of the Lending Obligations or preservation of the rights by such Lender are substantially increased (excluding any increase caused by a change in tax rates on taxable incomes of such Lender) due to, among other things, (i) any enactment or amendment of Laws and Ordinances, or any change in the interpretation or application thereof, (ii) establishment or increase in capital reserves, or (iii) any change in accounting regulations or practice.

1.27 “**Individual Loan**”(*kobetsu-kashitsuke*) means a loan made by a Lender respectively pursuant to the same Drawdown Request.

1.28 “**Individual Loan Money**”(*kobetsu-kashitsuke-jikkokin*) means the money lent (or to be lent) by a Lender to the Borrower as an Individual Loan, and the “**Individual Loan Amount**” (*kobetsu-kashitsuke-jikkokingaku*) means the amount of the Individual Loan Money (the amount calculated by multiplying the amount of Loan in relation to the relevant Drawdown Request by the Commitment Ratio of that Lender).

1.29 “**Laws and Ordinances**”(*horei-tou*) means the treaties, laws, municipal ordinances, cabinet orders, ministerial ordinances, rules, announcements, judgments, decisions, arbitral awards, directives, and policies of relevant authorities, which apply to this Agreement, the transactions pursuant hereto or the parties hereto.

1.30 “**Lending Obligation**”(*kashitsuke-gimu*) means a Lender’s obligation provided for in Clause 2.1.

1.31 “**Loan Receivables**”(*kashitsuke-saiken*) means the loan claim in relation to each Individual Loan.

1.32 “**Loan Term**”(*kashitsuke-kikan*) means the period commencing on the Drawdown Date (inclusive) and ending on the Maturity Date (inclusive).

1.33 “**Loan(s)**”(*hon-kashitsuke*) means individually or collectively the aggregate of the Individual Loans made pursuant to the same Drawdown Request.

1.34 “**Loss**”(*songai-tou*) means damage, losses and expenses (including attorneys’ fees).

1.35 “**Majority Lender(s)**”(*tasu-kashitsukenin*) means one or more Lenders whose Commitment Ratio(s) amount to [ ]% or more in total as of the Intention Clarification Time (provided, however, that, for the period where the Lending Obligations of one or more of the Lenders are extinguished before All Lenders’ Lending Obligations are extinguished, and the Outstanding Individual Loan Money of such Lender is outstanding, the Commitment Ratio shall be calculated by deeming the principal amount of such Outstanding Individual Loan Money as of the Intention Clarification Time as the Commitment Amount of such Lender, and for the period after All Lenders’ Lending Obligations are extinguished, and where the repayment of all obligations pursuant to this Agreement in relation to the Loan have not been completed, the percentage shall be that of the total principal amount of the Outstanding Individual Loan Money per each Lender to the Total Outstanding Balance as of the Intention Clarification Time). “**Intention Clarification Time**”means, in cases where the Lender determines that any event requiring instructions by the Majority Lenders has occurred, the point in time when the Agent receives notice in Clause 27.1(i), and in cases where the Agent determines it necessary to clarify the intention of the Majority Lenders, the point in time when the Agent gives the notice provided for in Clause 27.2.

1.36 “**Maturity Date**”(*mankibi*) means the Due Date of the principal in relation to the Individual Loan.

1.37 “**Outstanding Individual Loan Money**” (*kobetsu-kashituke-mibaraikin*) means the principal, the interest, default interest, Break Funding Costs and any other payment obligation that the Borrower owes pursuant to this Agreement with respect to Individual Loan.

1.38 “**Parent Company**” (*oya-gaisha*), “**Subsidiary**”(*ko-gaisha*) and “**Affiliate**”(*kanren-gaisha*) shall be as defined under Article 8 of the Regulation concerning Terminology, Forms and Method of Preparation of Financial Statements, etc.

1.39 “**Permitted Security Interest**”(*kyoyo-tanpoken*) means collectively (a) the floating security interests (*ne-tanpoken*) that have been already created on the Borrower’s assets at the time of the execution of this Agreement and include the receivables held by the Lenders or the Agent under this Agreement in the secured receivables, (b) the security interests (including the floating security interests; the same applies hereinafter) that have been already created on the Borrower’s assets without any violation of this Agreement after the execution of this Agreement and include the receivables held by the Lenders or the Agent under this Agreement in the secured receivables, and (c) liens (*sakidori-tokken*) and possessory liens (*ryuchi-ken*), and any other security interests automatically created pursuant to the Laws and Ordinances.

1.40 “**Refinanced Loan**”(*karikae-kyu-kashitsuke*) means an Individual Loan that has already been made and the Maturity Date of which shall be the Desired Drawdown Date of a Refinancing Loan.

1.41 “**Refinancing Loan**”(*karikae-shin-kashitsuke*) means an Individual Loan the Desired Drawdown Date of which shall be the Maturity Date of an Individual Loan already made.

1.42 “**Reports**”(*hokokusho-tou*) means, if the Borrower is obligated to submit the annual securities report under Article 24, Paragraph 1 of the Financial Instruments and Exchange Act (Act No. 25 of 1948; as amended), reports such as annual securities reports, semiannual reports, quarterly reports, extraordinary reports, and revision reports, and if the Borrower does not owe such obligations, financial statements and business reports and supplementary schedules thereof as provided for in Article 435, Paragraph 2 of the Companies Act (Act No. 86 of 2005; as amended), temporary financial statements as provided for in Article 441, Paragraph 1 of the Companies Act, and consolidated financial statements as provided for in Article 444, Paragraph 1 of the Companies Act.

1.43 “**Spread**”(*spread*) means [ ]% per annum.

1.44 “**Syndicate Account**”(*syndicate koza*) means the [checking/ordinary] deposit account (Account No. [ ], Account Holder: [ ]) held by the Borrower at [[] *Bank, K.K.*] [[ ] Branch/[ ] Department] or account opened by the Borrower at the head office or any branch of [[] *Bank, K.K.*] and approved by the Agent.

1.45 “**Taxes and Public Charges**”(*kosokoka-tou*) means all public taxes or public charges including income taxes, corporate taxes and other taxes, which are applicable in Japan.

1.46 [“**Temporary Advancement**”(*tatekae-barai*) means, with respect to the Borrower’s repayment on a Due Date, the payment made by the Agent to the Lenders before the completion of the Borrower’s repayment of an amount equivalent to the amount to be distributed to the Lenders in accordance with Clause 19 [*[\* In the case of Agent’s Account Drawdown Method]*; or with respect to the Individual Loans made by the Lenders on the Desired Drawdown Date, the payment made by the Agent to the Borrower [upon the Agent’s giving notice to the Lenders,] before the Lenders’ making the Individual Loan of an amount equivalent to the Individual Loan Amount]. The Borrower or the Lenders shall not make any objection as to the Agent’s making the Temporary Advancement.]

1.47 [“**Temporary Advancement Costs**”(*tatekae cost*) means, in cases where the Agent makes a Temporary Advancement, the amount calculated as the amount of Temporary Advancement, multiplied by (i) the Funding Rate, and (ii) the actual number of days of the Temporary Advancement Period. “**Temporary Advancement Period**” means the period commencing on the date that the Agent makes a Temporary Advancement and ending on the date that the Agent receives the amount of such Temporary Advancement, and the “**Funding Rate**” means the interest rate that the Agent reasonably determines as the interest rate to fund the amount of Temporary Advancement through the Temporary Advancement Period. The calculation method for such Temporary Advancement Costs shall be on a per diem basis, inclusive of first day and exclusive of last day, assuming that there are [365/360] days per year, wherein divisions shall be done at the end of the calculation, and fractions less than one yen shall be rounded down.]

1.48 “**Total Commitment Amount**”(*so-kashitsuke-zandaka*) means the total of the Commitment Amounts of All Lenders.

1.49 “**Total Outstanding Balance**”(*so-kashitsuke-kyokudogaku*) means the total principal amount of the Outstanding Individual Loan Money owed to All Lenders.

1.50 “**Unused Commitment Amount**”(*mishiyo-kashitsuke-kyokudogaku*) means the amount calculated as the Commitment Amount less the total principal amount of the Outstanding Individual Loan Money.

2. **rights and obligations of lenders**

2.1 During the Commitment Term, the Lenders shall, in accordance with this Agreement and upon the request by the Borrower for a drawdown of the Loan pursuant to Clause 5, lend the Individual Loan Amount to the Borrower on the Desired Drawdown Date specified in such request if the requirements provided for in each item of Clause 6 are satisfied.

2.2 Unless otherwise provided for in this Agreement, each Lender may exercise its rights under this Agreement separately and independently.

2.3 Unless otherwise provided for in this Agreement, the obligations of each Lender under this Agreement shall be separate and independent, and a Lender shall not be released from its obligations under this Agreement for the reason that any of the other Lenders fails to perform such obligations. A Lender shall not be responsible for any failure of other Lenders to perform their obligations under this Agreement.

2.4 If a Lender, in breach of its Lending Obligation, fails to make an Individual Loan on the Desired Drawdown Date, such Lender shall, upon request by the Borrower, immediately compensate the Borrower for all Loss incurred by the Borrower as a result of such breach; provided, however, that the maximum amount of such compensation to the Borrower for the Loss incurred shall be the difference between (i) the interest and other expenses that is required or would be required by the Borrower to be paid if the Borrower separately makes a drawdown as a result of the Individual Loan’s failure to be made on the Desired Drawdown Date, and (ii) the interest and other expenses that would have been required by the Borrower to be paid if the Individual Loan were made on the Desired Drawdown Date.

3. **use of Proceeds**

The Borrower shall use the money raised by the Loan as [working capital]. The Agent and each Lender shall not be obliged to confirm that the Borrower complies with this Clause.

4. **EFFECTIVENESS OF THIS AGREEMENT**

 This Agreement shall take effect on the execution date of this Agreement.

5. **drawdown REquest**

5.1 If the Borrower desires to drawdown a Loan pursuant to this Agreement, the Borrower shall indicate to All Lenders its intention to request a drawdown by submitting the Drawdown Request to the Agent by facsimile by [*time*] [AM / PM] of the [ ] Business Day prior to the Desired Drawdown Date. If the Borrower sends the Drawdown Request to the Agent by facsimile, the Borrower shall confirm by telephone that the Agent received the Drawdown Request.

5.2 The specification of the Drawdown Request must satisfy all of the following requirements, and an indication of an intention to request a drawdown by the Drawdown Request that does not satisfy any one of such requirements shall be invalid.

 (i) Amount of Loan

The amount of Loan to be specified in the Drawdown Request shall be no less than [[ ]% of the Total Commitment Amount/[ ] yen] and in increments of [[ ]%/[ ] yen] or the Unused Commitment Amount of All Lenders, and at the same time, the Individual Loan Amount calculated from the amount of that Loan shall be an amount, with respect to each Lender, that does not exceed such Lender’s Unused Commitment Amount (provided that, if an Individual Loan is outstanding whose Maturity Date arrives by the Desired Drawdown Date, the Unused Commitment Amount shall be calculated on the assumption that the Borrower’s repayment obligation in relation to that Individual Loan will be performed in full, and if the Drawdown Request of other Loans whose Desired Drawdown Date is before such Desired Drawdown Date has been already submitted, the Unused Commitment Amount shall be calculated on the assumption that such other Loans will be made in full) as of the Desired Drawdown Date specified in the Drawdown Request.

(ii) Desired Drawdown Date

The Desired Drawdown Date to be specified in the Drawdown Request shall be the Business Day [*[\* If a Maturity Date is not permitted to be set after the Commitment Term Expiration Date.]* (excluding the Commitment Term Expiration Date)] during the Commitment Term.

(iii) Base Loan Term

The Base Loan Term to be specified in the Drawdown Request shall be for a period of one (1) month, two (2) months, three (3) months, [four (4) months, five (5) months,] or six (6) months. [*[\* If a Maturity Date is not permitted to be set after the Commitment Term Expiration Date.]*The Borrower shall not designate any Base Loan Term which cause the Maturity Date to fall beyond the Commitment Term Expiration Date, and notwithstanding the provisions of the former clause of this item, only if the period between the Desired Drawdown Date and the Commitment Term Expiration Date is less than one month and the Commitment Term Expiration Date is a Maturity Date, the Base Loan Term may be a period less than one month commencing on such Desired Drawdown Date and ending on the Commitment Term Expiration Date./*[\* If a Maturity Date is permitted to be set after the Commitment Term Expiration Date, and if the special provisions of the Base Loan Term of the loan beyond the Commitment Term Expiration Date are provided for]* If the Borrower designates the Base Loan Term which cause the Maturity Date to fall beyond the Commitment Term Expiration Date, the Borrower shall, in addition to the requirements of the former clause of this item, designate the Base Loan Term which cause the Maturity Date to fall within [ ] months from the Commitment Term Expiration Date.]

(iv) Maturity Date

The Maturity Date to be specified in the Drawdown Request shall correspond to the day after the Base Loan Term to be specified in the Drawdown Request (provided that the initial date to be calculated into the Base Loan Term shall be the Desired Drawdown Date), and if such corresponding day falls on a day other than a Business Day, the following Business Day shall be the Maturity Date. [If such following Business Day occurs in the next month, the immediately preceding Business Day shall be the Maturity Date.] If the Desired Drawdown Date is the last Business Day of the month, the Borrower shall select either of the corresponding day (if such corresponding day is not a Business Day, the Maturity Date shall be the immediately following Business Day[, and if such immediately following Business Day falls in the immediately following month, the Maturity Date shall be the immediately prior Business Day]) or the last Business Day in the last month of the Base Loan Term as the Maturity Date, and if the corresponding day of the Desired Drawdown Date does not exist in the last month of the Base Loan Term, or if the corresponding day in the last month of the Base Loan Term is not a Business Day, the Maturity Date shall be the last Business Day of that month.

5.3 The indication of intention to request a drawdown pursuant to Clause 5.1 shall be effective with respect to All Lenders upon the Agent’s receiving the Drawdown Request provided for in the preceding paragraph and that is in accordance with the provisions of Clause 5.1. After the Agent receives the Drawdown Request, the Borrower may not, for any reason, cancel or change the request for a drawdown in Clause 5.1 with respect to any of the Lenders. When the Agent receives a Drawdown Request from the Borrower, the Agent shall notify all Lenders of the Borrower’s request for a drawdown and the details thereof, by sending a copy of the Drawdown Request to All Lenders by [ ] o’clock of [ ] Business Days prior to the Desired Drawdown Date. [The Agent shall retain the Drawdown Request received in accordance with the provisions of Clause 5.1 on behalf of All Lenders until the Outstanding Individual Loan Money advanced in response to such request is fully repaid.]

5.4 If the Drawdown Request that the Agent receives in accordance with the procedures provided for in this Clause 5 is related to a request for a Refinancing Loan, the Agent shall promptly make the offset provided for in the proviso of Clause 7.1, and shall notify All Lenders of the result thereof by sending it in writing when sending a copy of the Drawdown Request to All Lenders pursuant to Clause 5.4.

6. **Conditions Precedent for MAKING OF LOANS**

 During the Commitment Term, the Lender shall make an Individual Loan upon the condition (irrespective of whether or not notice in Clause 8.1 was given) that the conditions provided for in each of the following items are satisfied at the time of the making of the Individual Loan. The satisfaction of such conditions shall be determined individually by each Lender, and no other Lender or the Agent shall be responsible for a Lender’s determination or refusal to make an Individual Loan.

(1) The request for a drawdown satisfies the requirements provided for in Clauses 5.1 and 5.2, and becomes effective pursuant to Clause 5.3.

(2) The Lending Obligations of such Lender have not been exempted or terminated pursuant to the provisions of this Agreement (including Clauses 9, 10 and 32).

(3) All the matters described in each item of Clause 20 are true and correct.

(4) The Borrower has not breached any provision of this Agreement, and there is no threat that such breach may occur on or after the Desired Drawdown Date.

(5) No consultation pursuant to the provisions of Clause 10.6 has been held.

(6) The Borrower has submitted all of the following documents to the Agent [and All Lenders], and the Agent [and All Lenders] are satisfied with the details thereof:

(a) the certificate of seal registration of the representative of the Borrower who signs and affixes his seal to this Agreement (issued within three (3) months from the execution date of this Agreement);

(b) [certificate of qualifications / a transcript of the corporate registry / a certificate of all presently recorded matters / a certificate of all past and present recorded matters] (issued within three (3) months from the execution date of this Agreement);

(c) [a certified copy of the articles of incorporation (effective as of the execution date of this Agreement)];

(d) [provision of the seal or signature in the form designated by the Agent]; and

(e) [a certified copy of the minutes of the meeting of the board of directors of the Borrower that approved the execution of this Agreement and the drawdown pursuant to this Agreement / written confirmation prepared by the authorized officers and employees of the Borrower certifying that all internal procedures necessary for the execution of this Agreement and the drawdown pursuant to this Agreement have been completed.]

7. **mAKING OF lOANS**

[7.1 *[\* In the case of Syndicate Account Drawdown Method]* If a Lender receives a request for a drawdown in accordance with Clause 5 and does not give notice pursuant to Clause 8.1, and all conditions provided for in each item of Clause 6 are satisfied at the time of the drawdown of the Individual Loan, the Lender shall remit the Individual Loan Amount to the Syndicate Account on the Desired Drawdown Date. The Individual Loan shall be deemed to have been made by that Lender as of the time of the remittance to the Syndicate Account. Provided, however, that with respect to the drawdown of an Individual Loan in relation to a Refinancing Loan, the Lender shall offset (a) the principal amount of the Outstanding Individual Loan Money in relation to the Refinanced Loan as of the Desired Drawdown Date, and (b) the Individual Loan Amount in relation to the Refinancing Loan, and according to the results thereof, shall treat the drawdown of such Individual Loan as follows:

(i) If the Individual Loan Amount in relation to the Refinancing Loan exceeds the amount equivalent to the principal of the Outstanding Individual Loan Money in relation to the Refinanced Loan:

 If the Lender receives a request for a drawdown in accordance with Clause 5 and does not give notice pursuant to Clause 8.1, and all conditions provided for in each item of Clause 6 are satisfied at the time of the making of the Individual Loan, the Lender shall remit the amount of the difference between the Individual Loan Amount in relation to the Refinancing Loan and the amount equivalent to the principal of the Outstanding Individual Loan Money in relation to the Refinanced Loan to the Syndicate Account on the Desired Drawdown Date, and the Individual Loan in relation to the Refinancing Loan shall be deemed to have been made in the full Individual Loan Amount, as of the actual time of such remittance. Provided, however, that even in the case that the Lender remits the amount of the difference between the Individual Loan Amount and the amount equivalent to the principal of the Outstanding Individual Loan Money to the Syndicate Account, if the interest on the Refinanced Loan and any other money other than the principal is not paid by the Due Time, the Individual Loan in relation to the Refinancing Loan shall be deemed not to have been made, and the Borrower shall immediately return to the Agent the amount remitted to the Syndicate Account on the Desired Drawdown Date and repay the Outstanding Individual Loan Money in relation to the Refinanced Loan.

(ii) If the Individual Loan Amount in relation to the Refinancing Loan is less than or equal to the amount equivalent to the principal of the Outstanding Individual Loan Money in relation to the Refinanced Loan:

 If the Lender receives a request for a drawdown in accordance with Clause 5 and does not give notice pursuant to Clause 8.1, and all the conditions provided for in each item of the preceding Clause are satisfied at the time of the drawdown of the Individual Loan, the Individual Loan in relation to the Refinancing Loan shall be deemed to have been made in the full Individual Loan Amount as of the Due Time of the Refinanced Loan. Provided, however, that if the Borrower does not pay the full amount of the difference between the amount equivalent to the principal of the Outstanding Individual Loan Amount in relation to the Refinanced Loan and the Individual Loan Amount, and the interest accrued on the Refinanced Loan and any other money other than the principal by the Due Time, the Individual Loan in relation to the Refinancing Loan shall be deemed not to have been made, and the Borrower shall immediately repay the full amount of the Outstanding Individual Loan Money in relation to the Refinanced Loan.]

[7.1 *[\* In the case of Agent’s Account Drawdown Method]* If a Lender receives a request for a drawdown in accordance with Clause 5 and does not give notice pursuant to Clause 8.1, and all conditions provided for in each item of Clause 6 are satisfied at the time of the drawdown of the Individual Loan, the Lender shall remit the Individual Loan Amount to the Agent’s Account by [ ] o’clock of the Desired Drawdown Date. The Individual Loan shall be deemed to have been made by that Lender as of the time that the Agent remits such money to the Syndicate Account. Provided, however, that with respect to the drawdown of the Individual Loan in relation to a Refinancing Loan, the Lender shall offset (a) the principal amount of the Outstanding Individual Loan Money in relation to the Refinanced Loan as of the Desired Drawdown Date, and (b) the Individual Loan Amount in relation to the Refinancing Loan, and according to the result thereof, shall treat the drawdown of such Individual Loan as follows.

(i) If the Individual Loan Amount in relation to the Refinancing Loan exceeds the amount equivalent to the principal of the Outstanding Individual Loan Money in relation to the Refinanced Loan:

If the Lender receives a request for a drawdown in accordance with Clause 5 and does not give notice pursuant to Clause 8.1, and all conditions provided for in each item of Clause 6 are satisfied at the time of the making of the Individual Loan, the Lender shall remit to the Agent’s Account the amount of the difference between the Individual Loan Amount in relation to the Refinancing Loan and the amount equivalent to the principal of the Outstanding Individual Loan Money in relation to the Refinanced Loan by [ ] o’clock of the Desired Drawdown Date. The Individual Loan in relation to the Refinancing Loan shall be deemed to have been made in the full Individual Loan Amount as of the time that the Agent transfers such money to the Syndicate Account after withdrawing it from the Agent’s Account. Provided, however, that even in the case that the Lender remits the amount of the difference between the Individual Loan Amount and the amount equivalent to the principal of the Outstanding Individual Loan Money to the Syndicate Account, if the interest on the Refinanced Loan and any other money other than the principal is not paid by the Due Time, the Individual Loan in relation to the Refinancing Loan shall be deemed not to have been made, and the Borrower shall immediately return to the Agent the amount remitted to the Syndicate Account on the Desired Drawdown Date and repay the Outstanding Individual Loan Money in relation to the Refinanced Loan.

(ii) If the Individual Loan Amount in relation to the Refinancing Loan is less than or equal to the amount equivalent to the principal of the Outstanding Individual Loan Money in relation to the Refinanced Loan:

 If the Lender receives a request for a drawdown in accordance with Clause 5 and does not give notice pursuant to Clause 8.1, and all conditions provided for in each item of the preceding Clause are satisfied at the time of the drawdown of the Individual Loan, the Individual Loan in relation to the Refinancing Loan shall be deemed to have been made in the full Individual Loan Amount as of the Due Time of the Refinanced Loan. Provided, however, that if the Borrower does not pay the full amount of the difference between the amount equivalent to the principal of the Outstanding Individual Loan Amount in relation to the Refinanced Loan and the Individual Loan Amount, and the interest accrued on the Refinanced Loan and any other money other than the principal by the Due Time, the Individual Loan in relation to the Refinancing Loan shall be deemed not to have been made, and the Borrower shall immediately repay the full amount of the Outstanding Individual Loan Money in relation to the Refinanced Loan.]

7.2 When the Loan is made pursuant to Clause 7.1, the Borrower shall immediately provide to the Agent a written receipt describing the amount of the Loan and the specifics of the Individual Loan. The Agent shall, upon receiving such receipt, promptly provide a copy thereof to the Lender who made the Individual Loan. The Agent shall retain the original receipt on behalf of that Lender until the Outstanding Individual Loan Money is repaid in full.

[7.3 *[\* In the case of Agent’s Account Drawdown Method]* If the Agent receives a request for a drawdown in accordance with Clause 5, and if notice in Clause 8.1 has not been given, the Agent may make the Individual Loan on behalf of the relevant Lender through Temporary Advancement. In this case, the relevant Lender shall immediately remit the full equivalent amount of the Individual Loan Money to the Agent’s Account, and promptly upon the Agent’s request, pay to the Agent the Temporary Advancement Costs required in such Temporary Advancement.]

8. **REFUSAL TO mAKE lOANS**

8.1 A Lender who decides not to make the Individual Loan for the reason that all or part of the conditions in Clause 6 are not satisfied (the “**Non-Drawdown Lender**”) may notify the Agent, the Borrower and all other Lenders of the decision with the reason affixed thereto by [ ] o’clock of [ ] Business Days prior to the Desired Drawdown Date. Provided, however, that if, notwithstanding the satisfaction of all the conditions in Clause 6, the Individual Loan is not made, the Non-Drawdown Lender may not be released from liabilities arising from the breach of its Lending Obligations.

8.2 If the Individual Loan that the Non-Drawdown Lender decided not to make pursuant to Clause 8.1 is in relation to a request for a Refinancing Loan, the Borrower shall pay in accordance with the main clause of Clause 18.1, with respect to the Refinanced Loan, the Outstanding Individual Loan Money owed to the Non-Drawdown Lender.

8.3 The Borrower shall be responsible for any Loss incurred by the Non-Drawdown Lender or the Agent as a result of the failure to make the Individual Loan by that Non-Drawdown Lender. Provided, however, that the foregoing shall not apply if the failure to make the Individual Loan constitutes a breach of the Non-Drawdown Lender’s Lending Obligations.

9. **exemption of lender**

9.1 If an Exemption Event occurs with respect to a Lender, the Agent shall immediately notify the Borrower and All Lenders of such event in writing.

9.2 After notice in Clause 9.1 is given, when the Majority Lenders (if it is difficult to clarify the intention of the Majority Lenders, the Agent) determine that such Exemption Event has been resolved, the Agent shall notify the Borrower and All Lenders that the Exemption Event has been resolved.

9.3 [The Lender with respect to which the Exemption Event has occurred / All Lenders] shall be exempted from their Lending Obligations during the Exemption Period.

10. **increased COSTS AND ILLEGALITY**

10.1 A Costs Increased Lender may, by notifying the Borrower in writing via the Agent, request the Borrower to elect either to bear the Increased Costs or to repay the obligations to the Costs Increased Lender and terminate the Costs Increased Lender’s Lending Obligations. The Borrower shall respond to such request within [ ] Business Days from the day the response notice reaches the Agent (inclusive; the “**Increased Costs Request Arrival Date**”) by giving written notice to the Costs Increased Lender via the Agent. If the response of the Borrower does not reach the Costs Increased Lender within [ ] Business Days from the Increased Costs Request Arrival Date (inclusive), the expiration of that period shall be deemed as the response by the Borrower for electing to bear the Increased Costs, and if a request for a drawdown pursuant to Clause 5 is made within the period from the day (inclusive) such notice of request reaches the Borrower and ending on the day (inclusive) the response notice reaches the Agent, that request for a drawdown shall be deemed as the response by the Borrower for electing to bear the Increased Costs, and the Borrower will consent without objection to the same.

10.2 If the Borrower elects to bear the Increased Costs in response to the Costs Increased Lender’s request in Clause 10.1 (including the case where it is deemed to elect to bear the Increased Costs pursuant to the preceding paragraph), the Borrower shall pay, in accordance with the provisions of Clause 18, the Costs Increased Lender the money equivalent to such costs within [ ] Business Days from the day the response by the Borrower for electing to bear the Increased Costs is made in accordance with the preceding paragraph (or, if it is deemed to elect to bear the Increased Costs pursuant to the preceding paragraph, from the day that is the response due date under the preceding paragraph).

10.3 If the Borrower elects to repay the obligations to the Costs Increased Lender and terminate the Costs Increased Lender’s Lending Obligations in response to the request in Clause 10.1, the Borrower shall notify the Agent and All Lenders in writing of (a) the desire to repay the obligations to the Costs Increased Lender and terminate the Costs Increased Lender’s Lending Obligations, and (b) the date the Borrower desires to repay such obligations and terminate the Lending Obligations (the “**Desired Termination and Repayment Date**”). The Desired Termination and Repayment Date must be a Business Day that falls within the period from not earlier than [ten (10)] Business Days to not later than [fifteen (15)] Business Days after the Borrower makes such notice.

10.4 If there remains an Individual Loan with a Maturity Date that arrives on or after the day following the Desired Termination and Repayment Date, the Costs Increased Lender shall notify the Agent of the amount of the Break Funding Cost by [ ] Business Days prior to the Desired Termination and Repayment Date. After receiving such notice, the Agent shall notify the Borrower of the same by [ ] Business Days prior to the Desired Termination and Repayment Date.

10.5 In the event that notice under the first sentence of Clause 10.3 is given by the Borrower, the Costs Increased Lender’s Lending Obligation shall be extinguished as of the Desired Termination and Repayment Date. In this case, the Borrower shall not bear the Increased Costs, and pay to the Costs Increased Lender on the Desired Termination and Repayment Date, in accordance with the provisions of Clause 18, all obligations it owes to the Costs Increased Lender pursuant to this Agreement. The Borrower shall, at the same time as paying the principal of the Individual Loan pursuant to this paragraph, pay to the Costs Increased Lender the Accrued Interest on such principal and the Break Funding Cost notified by the Costs Increased Lender.

10.6 If the execution and performance of this Agreement and any transactions contemplated under this Agreement become contrary to any Laws and Ordinances binding upon any Lender, such Lender shall consult with the Borrower and all other Lenders through the Agent and determine measures to take. In this case, the Borrower and All Lenders excluding such Lender may not refuse the termination of that Lender’s Lending Obligations and the payment of all obligations owed by the Borrower to that Lender without reasonable cause.

11. **repayment of principal**

 The Borrower shall pay to each Lender the principal of a Loan in a lump sum on its Maturity Date in accordance with the provisions of Clause 18.

12. **interest**

12.1 The Borrower shall pay to each Lender on the Maturity Date, in accordance with the provisions of Clause 18, the total amount of interest calculated as the principal amount of the Individual Loan of such Lender, multiplied by (i) the Applicable Interest Rate, and (ii) the actual number of days of the Loan Term.

12.2 The calculation method for interest in Clause 12.1 shall be on a per diem basis, [inclusive of first and last day/inclusive of first day and exclusive of last day], assuming that there are [365/360] days per year, wherein divisions shall be done at the end of the calculation, and fractions less than one yen shall be rounded down.

13. **prepayment**

13.1 The Borrower may not prepay all or any part of the principal of the Loan before its Maturity Date (a “**Prepayment**”). Provided, however, that this shall not apply if the Prepayment is made in accordance with the provisions of Clause 10, or if the Borrower, in accordance with the procedures provided for below, obtains the prior written approval of all of the Lenders who made the Loan in respect of which the Borrower gave notice of its desire to prepay (“**Relevant Prepayment Lenders**”), and the Agent.

13.2 If the Borrower desires to make a Prepayment, the Borrower shall give a written notice to the Agent by [ ] Business Days prior to the date the Borrower desires to make the Prepayment (the “**Desired Prepayment Date**”), stating (a) the Drawdown Date, the Maturity Date and the principal amount of the Loan the Borrower desires to prepay, (b) the principal amount the Borrower desires to prepay (the all outstanding principal amount of such Loan or not less than [ ] hundred million yen, in increments of [ ] hundred million yen), (c) that the Borrower will pay in full on the Desired Prepayment Date, the interest (the “**Accrued Interest**”) on the principal amount desired to be prepaid that has accrued by the Desired Prepayment Date (inclusive), and (d) the Desired Prepayment Date. After receiving notice from the Borrower, the Agent shall notify the Relevant Prepayment Lenders of items (a) through (d) of this Clause 13.2 by [ ] Business Days prior to the Desired Prepayment Date, whereupon the Relevant Prepayment Lenders shall notify the Agent by [ ] Business Days prior to the Desired Prepayment Date of whether or not it approves such Prepayment. If such notice by any Relevant Prepayment Lender does not reach the Agent by [ ] Business Days prior to the Desired Prepayment Date, it shall be deemed that the Relevant Prepayment Lender did not approve such Prepayment. The Agent shall judge the acceptability of the Prepayment by [ ] Business Days prior to the Desired Prepayment Date, and notify the result to the Borrower and the Relevant Prepayment Lenders.

13.3 If the Prepayment is approved in accordance with Clause 13.2, the Relevant Prepayment Lenders shall notify the Agent of the amount of the Break Funding Cost by [ ] Business Days prior to the Desired Prepayment Date. After receiving such notice, the Agent shall notify the Borrower of the same by [ ] Business Days prior to the Desired Prepayment Date. The Borrower shall pay, in accordance with the provisions of Clause 18, the total of the principal, the Accrued Interest and the Break Funding Cost in respect of the Loan to be prepaid on the Desired Prepayment Date.

14. **default interest**

14.1 If the Borrower defaults in the performance of its obligations under this Agreement owing to a Lender or the Agent, the Borrower shall, immediately upon the Agent’s request and in accordance with the provisions of Clause 18, for the period commencing on the day (inclusive) [immediately following the day] on which the Borrower should perform such defaulted obligation (the “**Defaulted Obligations**”) and ending on the day (inclusive) the Borrower performs all Defaulted Obligations, pay default interest calculated by multiplying the amount of the Defaulted Obligations by [the higher of either (to the extent not in violation of Laws and Ordinances) (i) the rate obtained by adding the rate of [ ]% per annum to the reasonable cost (calculated at the interest rate that the creditor reasonably decides upon) incurred by the creditor of the Defaulted Obligations for raising the amount in default, or (ii)] the rate of [14]% per annum.

14.2 The calculation method for default interest in Clause 14.1 shall be on a per diem basis, [inclusive of first and last day/inclusive of first day and exclusive of last day], assuming that there are [365/360] days per year, wherein divisions shall be done at the end of the calculation, and fractions less than one yen shall be rounded down.

15 **COMMITMENT fee**

15.1 The Borrower shall, in relation to each Commitment Fee Calculation Period, pay to the Lender within [ ] Business Days from the termination date of the relevant Commitment Fee Calculation Period, in accordance with the provisions of Clause 18, a Commitment Fee in the amount (to the extent not in violation of the Laws and Ordinances) calculated as the total amount of the Unused Commitment Amount with respect to such Lender on each day during the relevant Commitment Fee Calculation Period (or, with respect to the day on which drawdown or repayment in relation to an Individual Loan or change of the Commitment Amount pursuant to Clause 29.2 is made, the Unused Commitment Amount after such drawdown, repayment or change; the same applies in this Clause) multiplied by the Commitment Fee Rate, and divided by [365/360] days. Except for in the cases of Clauses 15.2 through 15.4, a Lender shall not be required to return the Commitment Fee that it receives. The calculation of the Commitment Fee by the Agent will be final and binding absent manifest error, and All Lenders and the Borrower shall not object to such calculation.

15.2 Notwithstanding the provisions of the preceding paragraph, if a Lender fails to perform its Lending Obligations, the Borrower shall not be required to pay to such Lender (the “**Defaulting Lender**”) who failed to perform its Lending Obligations, the amount (fractions less than one yen shall be rounded down) calculated as the total amount of the Unused Commitment Amount with respect to such Defaulting Lender on each day during the Default Period, multiplied by the Commitment Fee Rate, and divided by [365/360]. If the Defaulting Lender has already received the amount equivalent to such money, the Defaulting Lender shall return such amount to the Borrower by remitting it directly to the Syndicate Account immediately after the termination of the Default Period. In this Clause 15.2, the “**Default Period**” means the period commencing on the day (inclusive) on which an event of default occurs, and ending on the day (inclusive) before the day on which the default is remedied, and the day on which a default is remedied shall be determined as follows:

(i) if the Defaulting Lender offers to the Borrower via the Agent to make at a later date, the Individual Loan pursuant to the request for a drawdown in respect of which the Defaulting Lender failed to perform its Lending Obligation, and the Borrower accepts such offer and such Individual Loan is made, the date the Individual Loan is made;

(ii) if the Borrower refuses the offer in the preceding item, the date that the offer is refused; if the Agent does not receive notice from the Borrower of its acceptance or refusal of the offer within [ ] Business Days after the offer is made under the preceding item, the offer shall be deemed to have been refused by the Borrower; and

(iii) for those cases other than the cases of the preceding two items, the date that the Borrower, the Defaulting Lender and the Agent decide upon consultation.

15.3 Notwithstanding the provisions of Clause 15.1, if an Exemption Event occurs, the Borrower shall not be required to pay to [a Lender with respect to which the Exemption Event has occurred/All Lenders], the amount (fractions less than one yen shall be rounded down) calculated as the total amount of the Unused Commitment Amount with respect to each Lender on each day during the Exemption Period, multiplied by the Commitment Fee Rate, and divided by [365/360]. If a Lender has already received an equivalent amount of such money, the Lender shall return such amount to the Borrower by remitting it directly to the Syndicate Account immediately after the termination of the Exemption Period.

15.4 Notwithstanding the provisions of Clause 15.1, if the Costs Increased Lender’s Lending Obligations are terminated pursuant to the provisions of Clause 10.5, the Borrower shall not be required to pay to that Costs Increased Lender, the amount (fractions less than one yen shall be rounded down) calculated as the total amount of the Unused Commitment Amount with respect to such Costs Increased Lender on each day during the period from the day (inclusive) immediately following the day of termination of the Costs Increased Lender’s Lending Obligations and ending on the Commitment Term Expiration Date (inclusive), multiplied by the Commitment Fee Rate, and divided by [365/360]. If the Costs Increased Lender has already received the amount equivalent to such money, that Costs Increased Lender shall return such amount to the Borrower immediately after the day when all obligations of the Borrower owed to the Costs Increased Lender under this Agreement are repaid.

15.5 The method for calculating the Commitment Fee pursuant to Clause 15.1 shall be on a per diem basis, inclusive of first and last day, assuming that there are [365/360] days per year, wherein divisions shall be done at the end of the calculation, and fractions less than one yen shall be rounded down.

16. **agent fee**

 The Borrower shall pay the Agent Fee to the Agent as separately agreed between the Borrower and the Agent, for the performance of the Agent Services provided for in this Agreement.

17. **expenses; taxes and public charges**

17.1 All expenses (including attorney’s fees) incurred in connection with the preparation and any revision or amendment of this Agreement and documents relating hereto, and all expenses (including attorney’s fees) incurred in relation to the maintenance and enforcement of the rights or the performance of the obligations by the Lender and the Agent pursuant to this Agreement shall be borne by the Borrower to the extent that it is not in violation of Laws and Ordinances. If any Lender or the Agent has paid these expenses in the place of the Borrower, the Borrower shall, immediately upon the Agent’s request, pay the same in accordance with the provisions of Clause 18.

17.2 The stamp duties and any other similar Taxes and Public Charges incurred in relation to the preparation, amendment or enforcement of this Agreement and documents relating hereto shall be borne by the Borrower. If any Lender or the Agent has paid these Taxes and Public Charges in the place of the Borrower, the Borrower shall, immediately upon the Agent’s request, pay the same in accordance with the provisions of Clause 18.

18. **performance of borrower’s obligations**

[18.1 *[\* In the case of Syndicate Account Repayment Method]* In order to repay the obligations under this Agreement, the Borrower shall transfer the relevant amount to the Syndicate Account (i) by the Due Time, for those obligations the Due Date of which is provided for herein, or (ii) immediately upon the Agent’s request, for those obligations the Due Date of which is not provided for herein. In such cases, the Borrower’s obligations to the Agent or a Lender shall be deemed to have been performed upon the time of the Agent’s withdrawal of the relevant amount from the Syndicate Account. The Agent shall perform such withdrawal (i) on the Due Date, for those obligations the Due Date of which is provided for herein, (ii) on the Business Day following the transfer date, for those obligations the Due Date of which is not provided for herein, and (iii) shall not assume any other obligation. [The Borrower shall grant to the Agent the authority to withdraw money from the Syndicate Account in accordance with Clause 18.1, and waives the right to cancel such entrustment (provided that such withdrawal from the Syndicate Account may be made without the Borrower submitting a [check / payment request]). Provided, however, that if a Refinancing Loan is made in accordance with Item (i) of the proviso of Clause 7.1, pursuant to the request in Clause 5.4, the Due Time for the principal of the Outstanding Individual Loan Money in relation to the Refinanced Loan shall be postponed to the time that the Refinancing Loan is deemed to have been made pursuant to Item (i) of the proviso of Clause 7.1, and the payment obligation for the principal of the Individual Loan in relation to the Refinanced Loan shall be deemed to have been performed upon the time that such Refinancing Loan is deemed to have been made pursuant to Item (i) of the proviso of Clause 7.1. If a Refinancing Loan is made in accordance with Item (ii) of the proviso of Clause 7.1 based on the request in Clause 5.4, the payment obligation of the principal amount of the Outstanding Individual Loan Money in relation to the Refinanced Loan that corresponds to the Individual Loan Amount of the Refinancing Loan shall be deemed to have been performed upon the time that such Refinancing Loan is deemed to have been made pursuant to Item (ii) of the proviso of Clause 7.1.]

[18.1 *[\* In the case of Agent’s Account Repayment Method]* In order to repay the obligations under this Agreement, the Borrower shall remit the relevant amount to the Agent’s Account (i) by the Due Time, for those obligations the Due Date of which is provided for herein, or (ii) immediately upon the Agent’s request, for those obligations the Due Date of which is not provided for herein. In such cases, the Borrower’s obligations to the Agent or a Lender shall be deemed to have been performed upon the time of the remittance of the relevant amount to the Agent’s Account. Provided, however, that if a Refinancing Loan is made in accordance with Item (i) of the proviso of Clause 7.1, pursuant to the request in Clause 5.4, the Due Time for the principal of the Outstanding Individual Loan Money in relation to the Refinanced Loan shall be postponed to the time that the Refinancing Loan is deemed to have been made pursuant to Item (i) of the proviso of Clause 7.1, and the payment obligation for the principal of the Individual Loan in relation to the Refinanced Loan shall be deemed to have been performed upon the time that such Refinancing Loan is deemed to have been made pursuant to Item (i) of the proviso of Clause 7.1. If a Refinancing Loan is made in accordance with Item (ii) of the proviso of Clause 7.1, pursuant to the request in Clause 5.4, the payment obligation of the principal amount of the Outstanding Individual Loan Money in relation to the Refinanced Loan that corresponds to the Individual Loan Amount of the Refinancing Loan shall be deemed to have been performed upon the time that such Refinancing Loan is deemed to have been made pursuant to Item (ii) of the proviso of Clause 7.1.]

18.2 Unless otherwise provided for in this Agreement, a payment by the Borrower directly to a Lender other than the Agent contrary to the provisions of the preceding paragraph of amounts owing under this Agreement shall not be deemed to constitute the due performance of obligations under this Agreement. In this case, the Lender receiving such payment shall immediately pay the money it receives to the Agent, and the obligations with respect to such money shall be deemed to have been performed upon the Agent’s receipt of such money. [The Borrower may not perform its obligations under this Agreement by deed-in-lieu of performance (*daibutsu bensai*) unless the Agent and All Lenders give their prior written approval.]

18.3 The Borrower’s payments pursuant to this Clause 18 shall be applied in the order provided for below; provided, however, that the provisions of Clause 19.4 shall apply if any obligation of the Borrower becomes immediately due and payable pursuant to Clause 22. If a Refinancing Loan is made pursuant to the application in Clause 5.4, the provisions of the proviso of Clause 18.1 shall preferentially apply with respect to the obligation for the principal of the Individual Loan in relation to the Refinanced Loan:

(i) those expenses to be borne by the Borrower under this Agreement, which the Agent has incurred in the place of the Borrower, and the Agent Fee and the default interest imposed thereon;

(ii) those expenses to be borne by the Borrower under this Agreement, payable to a third party;

(iii) those expenses to be borne by the Borrower under this Agreement, which any Lender has incurred in place of the Borrower and the default interest imposed thereon;

(iv) the default interest (excluding and the default interest provided for in Items (i) and (iii) and the Break Funding Cost);

 (v) the Commitment Fee;

 (vi) the interest on the Loan; and

 (vii) the principal of the Loan.

18.4 Upon the application in Clause 18.3, if the amount to be applied falls short of the amount outlined in any of the items thereunder, with respect to the first item not fully covered (the “**Item Not Fully Covered**”), the remaining amount, after the application to the item of the next highest order of priority, shall be applied after the proration in proportion to the amount of the individual payment obligations owed by the Borrower regarding the Item Not Fully Covered, which have become due and payable.

18.5 Unless otherwise required by Laws and Ordinances, the Borrower shall not deduct Taxes and Public Charges from the amount of obligations to be paid pursuant to this Agreement. If it is necessary to deduct Taxes and Public Charges from the amount payable by the Borrower, the Borrower shall additionally pay the amount necessary in order for the Lender or the Agent to be able to receive the amount that it would receive if no Taxes and Public Charges were imposed. In such cases, the Borrower shall, within [thirty (30) days] from the date of payment, directly send to such Lender or the Agent the certificate of tax payment in relation to withholding taxes issued by the tax authorities or other competent governmental authorities in Japan.

19. **distribution to lenders**

19.1 If there still exist any remaining amounts after deducting the amount equivalent to the amount described in Clause 18.3(i) and Clause 18.3(ii) from the amount [*[\* In the case of Syndicate Account Repayment Method]* withdrawn from the Syndicate Account/*[\* In the case of Agent’s Account Repayment Method]* paid by the Borrower] pursuant to Clause 18, the Agent shall immediately distribute such remaining amount to the Lenders in accordance with the provisions of this Clause 19. Provided, however, that if such money was [*[\* In the case of Syndicate Account Repayment Method]* withdrawn from the Syndicate Account/*[\* In the case of Agent’s Account Repayment Method]* paid by the Borrower] pursuant to Clause 8.2, Clause 10.2 or Clause 10.5, notwithstanding the provisions of this Clause 19, the Agent shall promptly distribute such money to (i) the Non-Drawdown Lender, if Clause 8.2 applies, as the case may be, and (ii) the Costs Increased Lender, if Clause 10.2 or Clause 10.5 applies, as the case may be. [*[\* In the case of Syndicate Account Repayment Method]* If the Agent receives service for an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) with respect to the deposit receivables in relation to the Syndicate Account before the withdrawal from the Syndicate Account, the Agent shall not be obligated to withdraw from the Syndicate Account pursuant to Clause 18 and to make the distributions pursuant to this Clause 19. If the Agent makes the distributions pursuant to this Clause 19 regardless of such service, except where the Agent acted wilfully or with gross negligence, the Lender who receives such distribution shall, upon the Agent’s request, immediately return to the Agent the distributed amount. If the Lenders return such distributed amount and the Agent returns such amount to the Syndicate Account, the obligations of the Borrower to repay such amount shall be deemed to have not been made retroactively to the time of the withdrawal of such amount from the Syndicate Account.

19.2 If, prior to distribution by the Agent to the Lenders pursuant to this Clause 19, (a) an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) in relation to the Loan Receivables is served on the Borrower, or (b) an assignment in relation to the Loan Receivables is made, the rights and obligations of the Borrower, the Agent and the Lenders shall be regulated in accordance with the following provisions:

(a) (i) If the Agent completes the distribution to the Lenders pursuant to this Clause 19 before receiving notice from the Borrower pursuant to Clause 21.7 that it has received service of an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) with respect to the Loan Receivables:

 In this case, even if the creditor obtaining an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*), the Borrower, the Lenders or any other third party suffers Loss as a result of [*[\* In the case of Syndicate Account Repayment Method]* such distribution and the withdrawal from the Syndicate Account prior to such distribution/*[\* In the case of Agent’s Account Repayment Method]* such distribution by the Agent, the Agent shall not be liable in relation thereto, and the Borrower shall deal with them at its own cost and liability. The Borrower shall compensate the Agent for any Loss incurred by the Agent due to such [*[\* In the case of Syndicate Account Repayment Method]* withdrawal and distribution/*[\* In the case of Agent’s Account Repayment Method]* distribution].

(ii) If the Agent, after [*[\* In the case of Syndicate Account Repayment Method]* the withdrawal from the Syndicate Account pursuant to Clause 18/*[\* In the case of Agent’s Account Repayment Method]* the Borrower’s remittance of money to the Agent’s Account] and before the completion of the distributions to the Lenders pursuant to this Clause 19, receives notice from the Borrower pursuant to Clause 21.7 that it has received service of an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) with respect to the Loan Receivables for which such distribution is made:

 In this case, (1) with respect to the money relating to such notice, the Agent may withhold the distributions pursuant to this Clause 19, and may take other measures in the manner that the Agent deems reasonable; and (2) the Agent shall distribute to All Lenders other than the Lender subject to such notice, the money [*[\* In the case of Syndicate Account Repayment Method]* withdrawn from the Syndicate Account/*[\* In the case of Agent’s Account Repayment Method]* paid by the Borrower] excluding those subject to such notice. If the creditor obtaining an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*), the Borrower, the Lenders or any other third party suffers any Loss as a result of the measures by the Agent pursuant to (1) of this Item (ii) or [*[\* In the case of Syndicate Account Repayment Method]* distribution and the withdrawal from the Syndicate Account prior to such distribution/*[\* In the case of Agent’s Account Repayment Method]* distribution] by the Agent pursuant to (2) of this Item (ii), the Agent shall not be liable in relation thereto, and the Borrower shall deal with them at its own cost and liability. The Borrower shall compensate the Agent for any Loss incurred by the Agent due to such measures or [*[\* In the case of Syndicate Account Repayment Method]* withdrawal and distribution/*[\* In the case of Agent’s Account Repayment Method]* distribution].

[(iii) *[\* In the case of Syndicate Account Repayment Method]* If the Agent receives notice from the Borrower pursuant to Clause 21.7 that it has received service of an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) before the withdrawal from the Syndicate Account pursuant to Clause 18:

 In this case, (1) with respect to the money relating to such notice, the Agent shall not make the withdrawal pursuant to Clause 18; provided, however, that notwithstanding such notice, if the Agent has not received notice from the Borrower pursuant to Clause 21.7 that it has received service of an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) by the Business Day immediately prior to the date of the Agent’s withdrawal, the Agent may, at its option, make the withdrawal from the Syndicate Account and the distributions, or (1) with respect to the money relating to such notice, the Agent may withhold the distributions pursuant to this Clause 19, and may take other measures in the manner that the Agent deems reasonable, and (2) the Agent shall distribute to All Lenders other than the Lender subject to such notice, the money withdrawn from the Syndicate Account excluding those subject to such notice. If the creditor obtaining an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*), the Borrower, the Lenders or any other third party suffers any Loss as a result of the distribution by the Agent pursuant to the proviso of (1) of this Item (iii) and the withdrawal from the Syndicate Account prior to such distribution, the Agent shall not be liable in relation thereto, and the Borrower shall deal with them at its own cost and liability. The Borrower shall compensate the Agent for any Loss incurred by the Agent due to such withdrawal and distribution.]

[(iii) *[\* In the case of Agent’s Account Repayment Method]* If the Agent receives notice from the Borrower pursuant to Clause 21.7 that it has received service of an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) before the Borrower’s remittance of money to the Agent’s Account:

 In this case, (1) with respect to the money relating to such notice, the Agent shall not make distributions to the Lenders; provided, however, that notwithstanding such notice, if the Agent has not received notice from the Borrower pursuant to Clause 21.7 that it has received service of an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) by the Business Day immediately prior to the date of the remittance of money to the Agent’s Account, the Agent may, at its option, make the withdrawal from the Syndicate Account and the distributions, or (1) with respect to the money relating to such notice, the Agent may make distributions to the Lenders, and may take other measures in the manner that the Agent deems reasonable, and (2) the Agent shall distribute to All Lenders other than the Lender subject to such notice, the money remitted to the Agent's Account excluding those subject to such notice. If the creditor obtaining an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*), the Borrower, the Lenders or any other third party suffers any Loss as a result of the distribution by the Agent pursuant to the proviso of (1) of this Item (iii), the Agent shall not be liable in relation thereto, and the Borrower shall deal with them at its own cost and liability. The Borrower shall compensate the Agent for any Loss incurred by the Agent due to such distribution.]

(b) If the Assignor and the Assignee, under joint names, [or if the Borrower, under its single name,] notifies the Agent of an assignment of the Loan Receivables in accordance with Clause 30.2:

 In this case, the Agent shall, after receiving [either of] these notices, immediately commence all administrative procedures necessary in order to treat such Assignee as the creditor of such Loan Receivables, and the Agent shall be exempt insofar as the Agent treats the previous Lender as the party in interest until the Agent notifies the Borrower, the Assignor and the Assignee that such procedures have been completed. If the Assignee or any other third party suffers Loss due to such treatment by the Agent, the Agent shall not be liable in relation thereto, and the Borrower and the Assignor of such Loan Receivables shall deal with them at their own cost and liability. The Borrower and the Assignor of such Loan Receivables shall jointly compensate the Agent for any Loss incurred by the Agent arising out of this Item (b).

19.3 The distributions by the Agent to the Lenders shall be made in order, starting from Clause 18.3(iii) to Clause 18.3(vii). If there is an Item Not Fully Covered regarding the amounts to be distributed, the application and distribution with respect to such Item Not Fully Covered shall be made in accordance with the provisions of Clause 18.4.

19.4 Notwithstanding the provisions of Clause 18.3, Clause 18.4 and Clause 19.3, if the Borrower’s obligations hereunder become immediately due and payable pursuant to Clause 22, the Agent shall distribute the remaining amount after deducting the amounts described in Clause 18.3(i) and Clause 18.3(ii) from the amount paid by the Borrower, prorated in proportion to the ratio [(or, if there is a change in the ratio of the amount of the obligations that the Borrower owes to each Lender under this Agreement by the time that such distribution is made, the ratio reasonably adjusted by the Agent)] of the amount of the obligations that the Borrower owes to the Lenders under this Agreement at the time that such obligations become immediately due and payable, and the Agent shall not be liable to the extent that the Agent makes such distribution, in which case, the application shall be made in the order and method that the [Lenders/Agent] deems appropriate.

19.5 If the remittance of money by the Borrower provided for in Clause 18.1 fails to be completed by the Due Time, the Agent shall be under no obligation to make the distributions provided for in Clause 19.1 on the same date. In such cases, the Agent shall make such distributions immediately [after receiving the remittance from the Borrower/after withdrawing by [ ] o’clock on the Business Day following the remittance from the Borrower], and the Borrower shall bear any Loss incurred by the Lender or the Agent in connection therewith .

19.6 Upon request from the Agent, and if such request is based on a reasonable cause, the Lenders receiving such request shall immediately notify the Agent of the amount (including specifics) of the receivables they hold against the Borrower under this Agreement. In this case, the obligation of the Agent to make distributions provided for in Clause 19.1 shall arise at the time all such notices reach the Agent. In the case where a Lender delays this notice without reasonable cause, such Lender shall bear all Loss incurred by any Lender or the Agent due to such delay.

[19.7 The Agent may make the distributions to Lenders by Temporary Advancement. Such Temporary Advancement does not correspond to the performance by the Borrower of its obligations, and if a Temporary Advancement is made and the Borrower fails to perform its obligations in relation to such Temporary Advancement by the Due Time, the Lender who received the distribution by Temporary Advancement pursuant to this Clause 19.7 shall, immediately upon the Agent’s request, reimburse to the Agent the amount of such Temporary Advancement that it received. The Lender shall, immediately upon the Agent’s request, pay to the Agent any Temporary Advancement Costs required in making such Temporary Advancement, per the amount of Temporary Advancement that it received. If the Lender pays such Temporary Advancement Costs to the Agent, the Borrower shall compensate such Lender for such Temporary Advancement Costs.]

20. **Borrower’s representations and Warranties**

The Borrower represents and warrants to a Lender and the Agent that each of the following matters is true and correct as of the execution date of this Agreement and at the time of each drawdown of each Individual Loan (or, if the time is specifically identified in each of the following items, as of such time):

(i) The Borrower is a stock company duly incorporated and validly existing under the laws of Japan[, and a person falling under any of the persons prescribed in each item of Article 2, Paragraph 1 of Act on Specified Commitment Line Contract (Act No. 4 of 1999; as amended) as of the execution date of this Agreement].

(ii) The execution and performance of this Agreement by the Borrower and any transactions associated herewith are within the corporate purposes of the Borrower and the Borrower has duly completed all procedures necessary therefor under the Laws and Ordinances, and the Articles of Incorporation and other internal company rules of the Borrower.

(iii) The execution and performance of this Agreement by the Borrower and any transactions associated herewith does not result in (a) any violation of Laws and Ordinances which bind the Borrower, (b) any breach of its Articles of Incorporation and other internal company rules of the Borrower, and (c) any breach of a third-party contract to which the Borrower is a party or which binds the Borrower or the assets of the Borrower.

(iv) The person who signed or attached his/her name and seal to this Agreement on behalf of the Borrower is authorised to sign or attach his/her name and seal to this Agreement as the representative of the Borrower by all procedures necessary pursuant to the Laws and Ordinances, Articles of Incorporation or other internal company rules of the Borrower.

(v) This Agreement constitutes legal, valid and binding obligations of the Borrower, and is enforceable against the Borrower in accordance with the terms of this Agreement.

(vi) All Reports prepared by the Borrower are accurately and duly prepared in accordance with the accounting standards which are generally accepted as fair and appropriate one in Japan, and if such Reports are required to be audited under the Laws and Ordinances, they have been audited as required.

(vii) After the last day of the fiscal year ended on [*mm/dd/yy*], no material change, which will cause a deterioration of the business, assets, or financial condition of the Borrower described in the Reports prepared by the Borrower for such fiscal year (if such Reports are required to be audited under the Laws and Ordinances, and have been otherwise audited, the audited Reports) and which may materially affect the performance of the obligations of the Borrower under this Agreement, has occurred.

(viii) No lawsuit, arbitration, administrative procedure, or any other dispute has commenced or is likely to commence with respect to the Borrower, which will or may materially cause adverse effects on the performance of its obligations under this Agreement.

(ix) No matter provided for in the items of Clauses 22.1 and 22.2 has occurred or is likely to occur.

(x) The Borrower is not any of the following:

(i) an organized crime group member

(a) any organized crime group (*boryokudan*) (meaning a group a member of which (including a member of a member group of such group), in an organized or habitual way, is likely to encourage the committing of violent illegal acts or similar acts; the same applies hereinafter);

(b) any organized crime group member (*boryokudan-in*) (meaning a member of an organized crime group; the same applies hereinafter);

(c) any person for whom less than five (5) years have passed since it ceased to be an organized crime group member;

(d) any associated member of an organized crime group (*boryokudan jun koseiin*) (a person other than an organized crime group member who has a relationship with an organized crime group and is likely to perform violent unlawful acts or similar acts because of the influence of the organized crime group, or cooperates in, or is involved in, maintaining or operating the organized crime group by supplying funds, weapons, or other items to the organized crime group or an organized crime group member; the same applies hereinafter);

(e) any corporation related to an organized crime group (*boryokudan kankei kigyo*) (meaning a corporation the management of which an organized crime group member is substantially involved in, a corporation which is operated by any associated or former member of an organized crime group and actively cooperates in, or is involved in, maintaining or operating an organized crime group such as by supplying funds, or a corporation which actively uses the organized crime group and cooperates in maintaining or operating an organized crime group in the performance of its business);

(f) any corporate racketeer (*sokaiya*) or other person (meaning a person who is likely to perform violent unlawful acts or similar acts in the pursuit of unjust profits against a corporation or other entity and threatens the safety of civil life, such as a corporate racketeer (*sokaiya*) or a corporate swindler (*kaisha goro*));

(g) any corporate swindler acting in the name of a social movement (*shakai undo tou hyobo goro*) (a person who is likely to perform violent unlawful acts or similar acts in the pursuit of unjust profits by pretending to represent or acting in the name of a social movement or political activity and threatens the safety of civil life);

(h) any organized crime group that utilizes specialized knowledge or similar organization (*tokushu chino hanzai shudan*) (meaning a group or individual, other than those listed in (a) through (g) above, that plays a key part in structural injustice by using its powers or having a financial connection with an organized crime group backed by a relationship with organized crime group); or

(i) any other person similar to (a) through (h);

(ii) other relevant persons

(a) any person who has a relationship in which a person who falls under (a) through (i) in (i) above (an “**Organized Crime Group Member**”) is deemed to control its management;

(b) any person who has a relationship in which an Organized Crime Group Member is deemed to be substantially involved in the management;

(c) any person who has a relationship in which it is deemed to wrongly use an Organized Crime Group Member for the purposes of seeking to obtain unfair profit for itself, its company or a third party, or causing damage to a third party, or for other such purposes;

(d) any person who has a relationship in which it is deemed to provide funds or benefits to an Organized Crime Group Member or otherwise be involved in an Organized Crime Group Member; or

(e) a director or a person substantially involved in the management has a relationship with an Organized Crime Group Member that should be socially condemned.

21. **borrower’s covenants**

21.1 The Borrower covenants to perform, at its expense, the matters described in each of the following items on and after the execution date of this Agreement, and until the Commitment Term is terminated and the Borrower completes the performance of all of its obligations under this Agreement to each Lender and the Agent.

(i) If any matter provided for in each item of Clause 22.1 or 22.2 has occurred, or is likely to occur, the Borrower shall immediately notify the Agent and All Lenders thereof.

(ii) If the Borrower prepares the Reports, the Borrower shall, promptly after preparing the same (however, if the Borrower is obligated to submit the annual securities report under Article 24, Paragraph 1 of the Financial Instruments and Exchange Act, promptly upon submitting the same to the head of the competent Financial Bureau), submit a copy of such Reports [and any documents that could confirm the compliance of matters provided for in Clause 21.5 below] to the Agent and All Lenders (if the Borrower makes electronic disclosure of the Reports through the Electronic Disclosure for Investors’ NETwork (electronic data processing system as prescribed in Article 27-30-2 of the Financial Instruments and Exchange Act) (EDINET), such copy shall be deemed to be submitted at the time [the Borrower notifies the Agent and All Lenders that] the Borrower made such submission. [However, if the Agent or any Lender requests the Borrower to submit copies of the Reports, the Borrower shall submit copies of the Reports to the Agent or the Lender]). If the Reports are required to be accurately and duly prepared in accordance with the generally accepted accounting standards of Japan, and the Reports are required to be audited under the Laws and Ordinances, the Reports shall be audited as required.

(iii) Upon a request made by the Agent or a Lender through the Agent, the Borrower shall immediately notify to the Agent and All Lenders of the conditions of the assets, management, or businesses of the Borrower and its Subsidiaries and Affiliates, and shall provide the necessary assistance to facilitate the investigations thereof.

(iv) If any material change has occurred, or is likely to occur with the passage of time, to the conditions of the assets, management, or businesses of the Borrower and its Subsidiaries and Affiliates, or if any lawsuit, arbitration, administrative procedure, or any other dispute, which will materially affect, or is likely to materially affect, the performance of the obligations of the Borrower under this Agreement, has commenced, or is likely to commence, the Borrower shall immediately notify the Agent and All Lenders thereof.

[(v) If any change has occurred in the ratings of the short-term and long-term obligations of the Borrower by [*name of the rating agency*] (including the case where a rating is newly assigned or withdrawn), the Borrower shall notify the Agent and All Lenders thereof.]

(vi) If any of the items described in Clause 20 is found untrue, the Borrower shall immediately notify thereof to the Agent and All Lenders.

21.2 The Borrower shall not offer any security to secure its obligations or any third party’s obligations (other than those under this Agreement) on and after the execution date of this Agreement, and until the Commitment Term is terminated and the Borrower completes the performance of all of its obligations under this Agreement to each Lender and the Agent, unless [All / the Majority] Lenders and the Agent give prior written consent thereof. Provided, however, that this provision shall not apply in the cases described below and if the Borrower gives prior written notice to the Agent of such offering of security. For the purpose of this Clause 21, the “offer of security” shall mean the creation of security interests on any assets of the Borrower, or the pre-engagement of the creation of security interests on any assets of the Borrower, and does not include any security automatically established pursuant to the Laws and Ordinances, such as lien (*sakidori-tokken*) or possessory lien (*ryuchi-ken*).

(i) The cases where the Borrower offers, regarding loans taken for the purpose of acquiring assets (including loans in relation to refinancing thereof), such assets as security.

(ii) The cases where the Borrower newly acquires assets on which security interests have already been established (including the case where the Borrower acquires assets on which security interests have already been established as a result of merger, company split or assignment of business).

(iii) [*Other exceptions for negative pledge clause.*]

21.3 The Borrower shall not offer any security to secure all or part of its obligations under this Agreement for the benefit of certain Lenders on and after the execution date of this Agreement, and until the Commitment Term is terminated and the Borrower completes the performance of all of its obligations under this Agreement to each Lender and the Agent, unless All Lenders and the Agent give prior written consent thereto.

21.4 The Borrower shall, on and after the execution date of this Agreement, and until the Commitment Term is terminated and the Borrower completes the performance of all of its obligations under this Agreement to each Lender and the Agent, affirmatively covenant to be in compliance with matters described in the items below:

(i) The Borrower will maintain licenses and other similar permits that are necessary to conduct the Borrower’s main business, and continue to carry out the business in compliance with all Laws and Ordinances.

(ii) The Borrower will not change its main business.

(iii) The Borrower will not, unless otherwise specified in the Laws and Ordinances, subordinate the payment of any of its debts under this Agreement to the payment of any unsecured debts (including any secured debts that will not be fully collected after the foreclosure sale of the security), or at least will treat them equally.

(iv) [Except with consent of the Agent and [All / the Majority] Lenders, the Borrower will not enter into any entity conversion (as defined in Article 2, Item (xxvi) of the Companies Act), merger, company split, share exchange, share transfer, assign (including an assignment for a sale and leaseback transaction) all or a part of its business or assets to a third party, decrease in capital amount, or succeed to all or a part of the material business or assets of a third party.]

(v) The Borrower will not become an Organized Crime Group Member or any person listed in Clauses 20(x)(ii)(a) through 20(x)(ii)(e).

(vi) The Borrower will not conduct any of the following acts by itself or by using a third party:

(a) violent demands;

(b) unjust demands of a person that exceeds that person’s legal liability;

(c) using threatening behaviour or violence in connection with a transaction;

(d) damaging the Lender’s or the Agent’s credibility or obstructing the Lender’s or the Agent’s business by spreading rumours, using fraudulent means or using force; or

(e) any other acts similar to (a) through (d) above.

[21.5 The Borrower shall ensure to keep the amount of net assets in both of its consolidated and stand-alone basis balance sheets as of each fiscal year end and mid-year end at or above [ ] yen.]

[21.6 The Borrower shall ensure to maintain its long-term obligations rating by [*name of the rating agency*] at or above [ ].]

21.7 If the Borrower receives any service of an order for provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*), or attachment (*sashiosae*) with respect to the Loan Receivables, the Borrower shall immediately notify thereof to All Lenders through the Agent in writing, together with a photocopy of such order.

22. **Acceleration**

22.1 If any of the events described in the items below has occurred with respect to the Borrower, all of the Borrower’s debts under this Agreement payable to All Lenders and the Agent shall automatically become due and payable without any notice or demand by a Lender or the Agent, and the Borrower shall immediately pay the principal of the Loan and the interest and Break Funding Costs and any other payment obligation that the Borrower owes pursuant to this Agreement in accordance with the provisions of Clause 18, whereby All Lenders’ Lending Obligations shall cease to be effective:

1. If any payment by the Borrower has been suspended, or if a petition (including similar petition filed outside Japan) of commencement of bankruptcy procedures (*hasantetsuzuki-kaishi)*, commencement of rehabilitation procedures (*saiseitetsuzuki-kaishi)*, commencement of reorganization procedures (*koseitetsuzuki-kaishi)*, commencement of special liquidation (*tokubetuseisan-kaishi)*, or commencement of any other similar legal procedures has been filed against the Borrower;

(ii) If the resolution for dissolution is adopted or the Borrower receives order of dissolution (excluding the dissolution upon merger);

(iii) If the Borrower abolishes its business;

(iv) If transactions of the Borrower have been suspended by a clearinghouse, transactions of the Borrower have been suspended by densai.net Co., Ltd., or equivalent procedures have been taken by other electric monetary claim recording institutions; or

(v) If any order or notice of provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*), or attachment (*sashiosae*) (including any such procedure taken outside Japan) has been sent out, or any disposition that orders a service of an order of preservative attachment (*hozen-sashiosae*) or attachment (*sashiosae*) has been rendered, with respect to the deposit receivables or other receivables held by the Borrower against a Lender.

22.2 If any of the events described in the items below has occurred with respect to the Borrower, all of the Borrower’s debts under this Agreement payable to All Lenders and the Agent shall become due and payable upon notice to the Borrower from the Agent, after request by a Majority Lender, and the Borrower shall immediately pay the principal of the Loan and the interest and Break Funding Costs and any other payment obligation that the Borrower owes pursuant to this Agreement in accordance with the provisions of Clause 18, whereby All Lenders’ Lending Obligations shall cease to be effective:

(i) If the Borrower has defaulted in performing when due its payment obligations, whether under this Agreement or not, payable to a Lender or the Agent in whole or in part;

(ii) If any matters described in the items of Clause 20 has been found to be untrue;

(iii) Except for the cases described in the preceding two items, if the Borrower breached any of its obligations under this Agreement; provided, however, that if such breach is able to be resolved (excluding the breach of Clause 21.4(v) or 21.4(vi)), only if such breach has not been remedied for [ ] or more Business Days from the date of such breach;

(iv) If any order or notice of attachment (*sashiosae*)[, provisional attachment (*kari-sashiosae*), preservative attachment (*hozen-sashiosae*), or provisional disposition (*kari-shobun*) (including similar procedure taken outside Japan) has been sent out] or auction procedures (*keibaitetsuzuki*) have been commenced with respect to anything that is the subject of security offered by the Borrower;

(v) if a petition of specific conciliation (*tokutei-chotei)* has been filed against the Borrower;

(vi) If any of the outstanding corporate bonds issued by the Borrower have become due and payable before the original due date;

(vii) If all or part of the Borrower’s debts other than those under this Agreement [has been delayed or] has become due and payable; or if any of the Borrower’s guaranty obligations for the benefit of a third party has become due and payable, and the Borrower is unable to perform such obligations [(only if the aggregate of the amount of debts that has become due and payable and the amount of obligations that the Borrower is unable to perform exceeds [ ] billion yen)];

1. If the Borrower has suspended its business, determined to suspend or abolish its business, or received dispositions such as suspension of business or others from the competent government authority; [or]

[(ix) If any check or note issued by the Borrower has been dishonored for the first time, if densai.net Co., Ltd. has recorded that the Borrower’s electronically recorded monetary claims become insolvent, or if other electric monetary claim recording institutions have taken equivalent procedures; or]

(x) Notwithstanding any matters described in the foregoing items, if the business or financial condition of the Borrower has deteriorated, or is deemed to have deteriorated, and the necessity arises to preserve its receivables.

22.3 If the notice dispatched pursuant to Clause 22.2 has been delayed or has not been delivered to the Borrower due to fault of the Borrower, all of the Borrower’s debts under this Agreement shall become due and payable by the time such request or notice should have been delivered, and the Borrower shall immediately pay the principal of the Loan and the interest and Break Funding Costs and any other payment obligations that the Borrower owes pursuant to this Agreement, in accordance with the provisions of Clause 18, whereby All Lenders’ Lending Obligations shall cease to be effective.

22.4 If a Lender has become aware of the occurrence of any events provided for in Clauses 22.1(i) through 22.2(iv) with respect to the Borrower, the Lender shall immediately notify the Agent of such occurrence, and the Agent shall notify all other Lenders of the occurrence of such events. In the case of the occurrence of an event described in Cause 22.1(v), if a Lender, who is a debtor of the claims in relation to such event has become aware of the occurrence of such event, the Lender shall notify the Borrower, all other Lenders and the Agent of the occurrence of such event.

23. **Set-off, Exercise of PERMITTED Security Interests and DiscretionaRY disposal**

23.1 When the Borrower is required to perform its obligations to the Agent or a Lender upon their due date, upon acceleration or otherwise, (a) the Agent or the Lender may set off the receivables it has against the Borrower under this Agreement against its deposit obligations, obligations under the insurance contract or other obligations owed to the Borrower whether or not such obligations are due and payable, regardless of the provisions of Clause 18.2, and (b) the Lender may also omit giving prior notice and following established procedures, may take the deposited amount on behalf of the Borrower, and apply this amount to the payment of obligations. The interest, Break Funding Cost and default interest and others for the receivables and obligations involved in such a set-off or application to payment shall be calculated as the receivables and obligations are deemed to be extinguished on the date of such calculation, and in such calculation, the interest rate or default interest rate shall be in accordance with each agreement providing for such interest rate or default interest rate, and the foreign exchange rate at the time such calculation is made, as reasonably determined by the Agent or the Lender, shall be applied. If the amount to be set-off or applied to payment is not sufficient to extinguish all of the Borrower’s debts, the Agent or the Lender may apply such set-off amount in the order and method it deems appropriate, and the Borrower shall not object to such application.

23.2 The Borrower may, if the receivables the Agent or the Lender has against the Borrower under this Agreement become due, and if it is necessary for the Borrower to preserve its deposit receivables, receivables under the insurance contract or any other receivables that it has against the Agent or a Lender that became due, set off such receivables against its obligations owed to the Lender under this Agreement, regardless of the provisions of Clause 18.2. In this case, the Borrower shall give written set-off notice to the Agent or the Lender and immediately submit to the Agent or the Lender the receivable certificates for the deposit receivables, receivables under the insurance contract or other receivables being set-off and the passbook impressed with the seal of the seal impression submitted. The interest and default interest for the receivables and obligations involved in such a set-off shall be calculated as the receivables and obligations are deemed to be extinguished on the day of receipt of such set-off notice, and in such calculation, the interest rate or default interest rate shall be in accordance with each agreement providing for such interest rate or default interest rate, and the foreign exchange rate at the time such calculation is made, as reasonably determined by the Agent or the Lender, shall be applied. If the Borrower’s receivables to be set-off are not sufficient to extinguish all of its debts, the Borrower may apply such set-off amount in the order and method it deems appropriate. Provided, however, that if the Borrower does not instruct such order or method, any such amounts may be applied in the order and method deemed appropriate by the Agent or each Lender, and the Borrower shall not object to such application.

23.3 When the Borrower is required to perform its obligations to the Agent or a Lender when due or upon acceleration or otherwise, the Agent or the Lender may exercise Permitted Security Interest (the “**Exercise of Permitted** **Security Interest**”) (including exercise by the method of attribution and liquidation (*kizoku-seisan-gata*) in which the secured party obtains the title of the collateral and pays and returns the difference between the fair amount of the collateral and the amount of secured receivables to the debtors or by the method of disposal and liquidation (*shobun-seisan-gata*) in which the secured party disposes of the collateral to a third party, receives repayment from the proceeds and returns the difference between the proceeds and the amount of secured receivables to the debtors, and including collection by the method of real subrogation (*butsujo-daii*) or deed-in-lieu of performance (*daibutsu-bensai*)), regardless of the provisions of Clause 18.2.

23.4 If the principal of the Individual Loan is extinguished due to the performance of a set-off pursuant to Clause 23.1, and if the date of calculation in the case described in Clause 23.1 is before the Maturity Date, the Borrower shall, at the same time of such set-off, pay in accordance with the provisions of Clause 18 to the Lender of such Individual Loan the Accrued Interest and the Break Funding Cost for the Individual Loan to be extinguished due to the performance of the set-off. The Lender of such Individual Loan shall notify the Agent of the amount of the Break Funding Cost within [ ] Business Days after the set-off, and the Agent shall notify the Borrower of such amount within [ ] Business Days after the receipt of such notice.

23.5 Notwithstanding the provisions of Clause 18.2 [and Clause 21.4(iv)], the Borrower may, after giving prior written notice to the Agent, dispose outside of court procedures (*nin-i-baikyaku*)of the assets subject to the Permitted Security Interest that have been granted in favour of the Agent or a Lender as the secured party pursuant to agreement with that Agent or that Lender, and directly pays to that Agent or that Lender the proceeds it receives from such disposal in order to perform its obligations under this Agreement, or perform its obligations under this Agreement by deed-in-lieu of performance (*daibutsu bensai*) of the assets subject to the Permitted Security Interest that have been granted in favour of the Agent or a Lender as the secured party upon agreement with that Agent or that Lender. Such payment will be deemed to be the performance of the obligations under this Agreement.

23.6 If a set-off or application to payment is performed pursuant to Clause 23.1 or 23.2 above, if the Exercise of Permitted Security Interest is carried out pursuant to Clause 23.3, or if a disposal outside of court procedures (*nin-i-baikyaku*) or deed-in-lieu of performance (*daibutsu bensai*) is performed with respect to the assets subject to the Permitted Security Interest pursuant to Clause 23.5, the Lender in the case described in Clauses 23.1 and 23.3 and the Borrower in the case described in Clauses 23.2 and 23.5 shall immediately notify the Agent of the details thereof in writing. If any Loss is incurred by the Lender or the Agent due to delay of such notice without any reasonable cause, either the Lender or the Borrower who has failed to give such notice shall bear such Loss .

24. **Arrangements among Lenders**

24.1 If a set-off or application to payment is performed by a Lender pursuant to Clause 23.1 (such Lender, hereafter, a “**Setting-off Lender**”), the Lender and the Agent shall make arrangements with each other by way of assigning receivables pursuant to the procedures described in the items below; provided, however, that if All Lenders and the Agent agree that the Lender and the Agent make arrangements with each other by the procedures other than those described in the items below, or if the Agent determines at its discretion that the Lender and the Agent will make arrangements with each other by other procedures, the Lender and the Agent shall make arrangements with each other in accordance with such agreement or determination:

(i) The Agent shall specify the loan receivables that the Agent or the Lender other than a Setting-off Lender (the “**Non Setting-off Lender**”) should have received in accordance with the provisions of Clauses 19.1 through 19.4 assuming that the amount of debt obligations, which has been extinguished due to the performance of a set-off or application to payment, had been paid to the Agent, and shall calculate the amount of such loan receivables.

(ii) The Setting-off Lender shall purchase from the Non Setting-off Lender the loan receivables of the amount equivalent to the amount calculated by the Agent pursuant to the preceding item from and among the loan receivables of the Non Setting-off Lender specified by the Agent pursuant to the preceding item at their face value; [provided, however, that the Non Setting-off Lender may refuse such sale. Even in the case of a refusal, the Unused Commitment Amount shall be calculated as if such sale was made.]

(iii) If the assignment under the immediately preceding item is made, the Non Setting-off Lender shall, at its own expense, notify the Borrower immediately after the assignment by a document bearing an incontrovertible date (*kakutei-hizuke*) pursuant to Article 467 of the Civil Code.

[24.2 If a set-off is performed by the Borrower against a Lender pursuant to Clause 23.2 (such Lender, hereafter, a “**Set-off Lender**”), only if the Agent or a Lender other than the Set-off Lender requests, the Lender and the Agent shall make arrangement with each other based on the relationship between the Agent or the Lender other than the Set-off Lender making such request by way of assigning receivables pursuant to the procedures described in the items below; provided, however, that if All Lenders and the Agent agree that the Lender and the Agent make arrangements with each other by the procedures other than those described in the items below, or if the Agent determines at its discretion that the Lender and the Agent make arrangements with each other by other procedures, the Lender and the Agent shall make arrangements with each other in accordance with such agreement or determination:

(i) The Agent shall specify the loan receivables that the Agent or the Lender other than the Set-off Lender (a “**Non Set-off Lender**”) should have received in accordance with the provisions of Clauses 19.1 through 19.4 assuming that the amount of debt obligations, which has been extinguished due to the performance of a set-off, had been paid to the Agent, and shall calculate the amount of such loan receivables.

(ii) The Set-off Lender shall purchase from the Non Set-off Lender the loan receivables of the amount equivalent to the amount calculated by the Agent pursuant to the preceding item from and among the loan receivables of the Non Set-off Lender specified by the Agent pursuant to the preceding item at their face value.

(iii) If the assignment under the immediately preceding item is made, the Non Set-off Lender or the Agent shall, at its own expense, notify the Borrower immediately after the assignment by a document bearing an incontrovertible date (*kakutei-hizuke*) pursuant to Article 467 of the Civil Code.]

[24.3 In the case described below, the Lender and the Agent shall make arrangements with each other by way of assigning receivables or other procedures provided for in Clause 24.1:

(i) If a Lender receives any repayment of debt obligations it has against the Borrower under this Agreement as a result of compulsory execution or exercise of security interest other than the Permitted Security Interest through foreclosure by the Lender’s petition with respect to certain assets of the Borrower (the “**Compulsory Execution**”); or

(ii) If a Lender receives any repayment of debt obligations it has against the Borrower under this Agreement as a result of the Lender requesting a distribution (excluding any request for distribution based on the Permitted Security Interest) in relation to the Compulsory Execution or exercise of security interest through foreclosure by a third party’s petition.

Provided, however, that upon applying the provisions of Clause 24.1, the Agent shall specify the receivables that the Agent or a Lender other than the Lender performing the Compulsory Execution should have received, and calculate the amount of such receivables assuming that the amount equal to any expenses arising from its performance of Compulsory Execution (including attorney’s fees) or any expenses arising from its request for a distribution in relation to the Compulsory Execution by any third party (including attorney’s fees) belongs to the Lender, and that the amount of any proceeds earned as a result of the Compulsory Execution, less such expenses, were paid to the Agent.]

24.4 [Notwithstanding the provisions of the preceding paragraph,] in the case described below, the assignment of receivables provided for in Clause 24.1 will not be performed, and only the relevant Lender may receive repayment; provided, however, that if the Agent and All Lenders separately agree, the security interest created by the Borrower in accordance with the provisions of the proviso of Clause 21.3 that is a Permitted Security Interest shall be subject to such agreement:

(i) If the Lender exercises the Permitted Security Interest;

(ii) If the Lender receives any repayment of debt obligations it has against the Borrower under this Agreement with respect to the Permitted Security Interest as a result of any compulsory enforcement or exercise of Security Interest through a foreclosure by a third party;

(iii) If the Borrower disposes outside of court procedures (*nin-i-baikyaku*) of the assets subject to the Permitted Security Interest that have been granted in favour of a Lender as the secured party, and directly pays to that Lender the proceeds it receives from such disposal in order to perform its obligations under this Agreement, or performs its obligations under this Agreement by deed-in-lieu of performance (*daibutsu bensai*) of the assets subject to the Permitted Security Interest that have been granted in favour of a Lender as the secured party, and the debt obligations it owes to that Lender under this Agreement are extinguished in accordance with the provisions of Clause 23.5.

25. **Rights and Duties of the Agent**

25.1 The Agent shall, pursuant to the entrustment by All Lenders, perform the Agent Services and exercise rights for the benefit of All Lenders, and shall exercise the rights which, in the Agent’s opinion, are ordinarily necessary or appropriate, upon performing the Agent Services. The Agent shall not be liable for the duties other than those expressly specified in each provision of this Agreement, nor shall be liable for any non-performance of obligations by the Lenders under this Agreement. The Agent shall be an agent of the Lenders and, unless otherwise provided, shall never act as an agent of the Borrower.

25.2 The Agent may rely upon any communication, instrument and document (including a Drawdown Request received in accordance with the provisions of Clause 5.1) that has been delivered between appropriate persons and has been signed or has the name and seal attached by such appropriate persons and believed by the Agent to be true and correct, and may act in reliance upon any written opinion or explanatory letter of experts appointed by the Agent within the reasonably necessary extent in relation to this Agreement.

25.3 The Agent shall perform its duties and exercise its authorities provided for in this Agreement with the due care of a good manager.

25.4 Neither the Agent nor any of its directors, employees or agents shall be liable to the Lenders for any acts or omissions conducted by the Agent pursuant to, or in connection with this Agreement, except for its or their willful misconduct or [gross] negligence. The Lenders (other than Lenders who act as the Agent) shall jointly and severally indemnify the Agent for any and all liabilities and Loss incurred by the Agent in the course of the performance of its duties under this Agreement, to the extent not reimbursed by the Borrower, and only for the amount outstanding after deducting the portion for which the Agent should contribute, calculated pursuant to the Agent’s Commitment Ratio. Provided, however, that for the period where the Lending Obligations of one or more of the Lenders are extinguished before All Lenders’ Lending Obligations are extinguished, and where the Outstanding Individual Loan Money of such Lender is outstanding, the Commitment Ratio shall be figured by deeming the principal amount of such Outstanding Individual Loan Money as the Commitment Amount of such Lender, and for the period after All Lenders’ Lending Obligations are extinguished, and where the repayment of all obligations pursuant to this Agreement have not been completed, the percentage shall be that of the total principal amount of the Outstanding Individual Loan Money per each Lender to the Total Outstanding Balance as of that time. Further, if any of the Lenders cannot perform the indemnity for which it is liable, the Agent’s Commitment Ratio shall be figured by dividing the Agent’s Commitment Ratio by the aggregate of the Commitment Ratio of the Lenders other than such non-indemnifying Lenders.

25.5 If the Majority Lenders or All Lenders give written instructions, the Agent shall conduct acts in accordance with such instructions to the extent that such instructions do not violate any provision expressly provided for in this Agreement and are legal. In this case, the Agent shall not be liable to the Borrower or the Lender for the results arising from such acts.

25.6 Unless the Agent receives from the Borrower or the Lender notice of the existence of an event provided for in each item of Clause 22.1 or each item of Clause 22.2, the Agent shall be deemed to have no knowledge of the existence of such event.

25.7 The Agent shall not be liable for the validity of this Agreement, nor shall guarantee any matters represented by the parties in this Agreement. The Lenders shall enter into, and conduct transactions contemplated in, this Agreement at its sole discretion by conducting investigations as to the necessary matters including creditworthiness of the Borrower on the basis of the documents, information and other data as it has deemed appropriate.

25.8 In cases where the Agent is also acting as a Lender, the Agent shall have the same rights and obligations as each other Lender, irrespective of the Agent’s obligations under this Agreement. The Agent may engage in commonly accepted banking transactions with the Borrower other than under this Agreement. In this case, the Agent shall not be required to disclose to other Lenders the information in relation to the Borrower it has obtained through the transactions with the Borrower other than under this Agreement, nor shall the Agent be required to distribute to other Lenders any money it has received from the Borrower through transactions with the Borrower other than under this Agreement. (Any information that has been disclosed to the Agent by the Borrower shall be, unless expressly identified as being made in relation to this Agreement, deemed as the information obtained in relation to the transactions with the Borrower other than under this Agreement.) [However, unless All Lenders agree, the Agent may set off the receivables other than the receivables it has against the Borrower under this Agreement against its deposit obligations the Agent owes to the Borrower in relation to the Syndicate Account to the extent of the amount of the deposits exceeding the obligations the Borrower owes to All Lenders and the Agent under this Agreement.]

25.9 The calculation of the Individual Loan Amount and the calculation of the amounts to be distributed to each Lender pursuant to the provisions of Clause 19 shall be made in accordance with the following: (i) for amounts to be distributed to each Lender other than the Lender designated by the Agent (a “**Fraction Integrating Lender**”; but if the Agent is also a Lender, the Lender who is also appointed as the Agent will be the Fraction Integrating Lender), any amount less than one yen shall be rounded down, and (ii) for amounts to be distributed to a Fraction Integrating Lender shall be the difference between the aggregate of the amounts to be distributed to All Lenders and the aggregate of the amounts distributed to other Lenders.

25.10 The determination of the interest rate and repayment date included in a notice given by the Agent to the Borrower or the Lenders, and other determination and amount paid under this Agreement shall be binding upon the Borrower and the Lenders as they are finally determined unless there is any manifest error.

25.11 If the Agent receives any notice from the Borrower which is required to be given to each Lender in relation to this Agreement, the Agent shall immediately inform All Lenders of the details of such notice, or if the Agent receives any notice from a Lender which is required to be given to the Borrower or other Lenders, the Agent shall immediately inform the Borrower or All Lenders, as the case may be, of the details of such notice. The Agent shall make any documents, which the Agent has obtained from the Borrower and has kept, available for review by a Lender during the ordinary business hours.

26. **Resignation and Dismissal of the Agent**

26.1 The resignation of the Agent shall follow the procedures described below:

(i) The Agent may resign its position as the Agent by giving written notice to All Lenders and the Borrower; provided, however, that such resignation shall not become effective until a successor Agent is appointed and such successor accepts such appointment.

(ii) If the Agent gives notice pursuant to the preceding item, the Majority Lender(s) may appoint a successor Agent upon obtaining consent from the Borrower.

(iii) If a successor Agent is not appointed by the Majority Lender(s) within [thirty (30)] days (including the same day of notice) after the notice of resignation is given as described in Item (i) above, or if the entity being appointed by the Majority Lender(s) as a successor Agent does not accept its assumption of the office of the Agent, the Agent in office at that time shall, upon obtaining consent form the Borrower, appoint a successor Agent on behalf of the Majority Lender(s).

26.2 The dismissal of the Agent shall follow the procedures described below:

(i) The Majority Lender(s) may dismiss the Agent by giving written notice thereof to each of the other Lenders, the Borrower, and the Agent; provided, however, that such dismissal shall not become effective until a successor Agent is appointed and such successor accepts such appointment.

(ii) If the Majority Lender(s) gives notice pursuant to the preceding item, the Majority Lender(s) may appoint a successor Agent upon obtaining consent from the Borrower.

26.3 If the entity appointed as the successor Agent pursuant to Clause 26.1 or 26.2 accepts the assumption of the office, the former Agent shall deliver to the successor Agent all documents and the materials it has kept as the Agent under this Agreement, and shall give all the support necessary for the successor Agent to perform the duties of the Agent under this Agreement.

26.4 The successor Agent shall succeed to the rights and obligations of the former Agent under this Agreement, and the former Agent shall, at the time of the assumption of office by the successor Agent, be exempted from all of its obligations as the Agent; provided, however, that the provisions of this Agreement relevant to any actions (including omissions) conducted by the former Agent during the period it was in office shall remain in full force and effect.

[26.5 If any of the following events occurs, notwithstanding the provisions of the preceding four paragraphs, the Agent may resign its position as the Agent upon agreement with the Majority Lenders. If the Agent resigns its position as the Agent pursuant to this paragraph, the resigning Agent shall promptly notify the Borrower of such resignation, and the Borrower shall not object to such resignation. Even if the Agent resigns its position as the Agent pursuant to this paragraph, the Borrower shall not be released from its obligations to pay the Agent Fee that has already accrued:

(i) If a petition (including similar petition filed outside Japan) of commencement of bankruptcy procedures (*hasantetsuzuki-kaishi)*, commencement of rehabilitation procedures (*saiseitetsuzuki-kaishi)*, commencement of reorganization procedures (*koseitetsuzuki-kaishi)*, commencement of special liquidation (*tokubetuseisan-kaishi)*, or commencement of any other similar legal procedures has been filed against the Borrower; or

(ii) If the Borrower fails to pay the Agent Fee, and if, although the Agent requests the Borrower to pay the Agent Fee by setting a reasonable period of time, the Borrower fails to pay the Agent Fee within such period.

27. **Clarification of the Intention of the Lenders**

27.1 The clarification of the intention of the Majority Lenders or All Lenders shall follow the procedures described below.

(i) If a Lender deems that any event which requires the instructions of the Majority Lenders or All Lenders in this Agreement has occurred, such Lender may give notice to the Agent to request the clarification of the intention of the Majority Lenders or All Lenders.

(ii) The Agent shall, upon receipt of a notice described in the preceding item, immediately give to All Lenders notice to seek the clarification of the intention of the Majority Lenders or All Lenders.

(iii) Each Lender shall, upon receipt of the notice described in the preceding item, make its decision on the relevant event and inform the Agent of such decision within a reasonable period of time as designated by the Agent (in principle, within [ ] Business Days after the date of the receipt of the notice in the preceding item).

(iv) If a decision of the Majority Lenders or All Lenders is made pursuant to the preceding three items, the Agent shall immediately notify the Borrower and All Lenders of such decision as the instruction by the Majority Lenders or All Lenders.

27.2 If the Agent deems that any event which requires the clarification of the intention of the Majority Lenders or All Lenders occurs, other than in the case of Clause 27.1, the Agent may give to All Lenders notice to seek such clarification. In such case, procedures to be taken after giving the notice shall follow the provisions of Items (iii) and (iv) of Clause 27.1.

28. **Amendment to this Agreement**

[28.1] This Agreement may not be amended except as agreed in writing by the Borrower, All Lenders, and the Agent.

[28.2 Notwithstanding the provisions of the preceding paragraph, if the Agent resigns in accordance with Clause 26.5 and a successor of that Agent is not immediately appointed through agreement of the Majority Lenders, this Agreement may be amended, upon written agreement of the Majority Lenders and the Agent (or written agreement of the Majority Lenders, if the Agent has already resigned), to the extent reasonably necessary to make it possible for each Lender to exercise their rights individually. The party having amended this Agreement in accordance with this paragraph shall provide the other parties hereto with a written notice of the details of the amendment without delay.]

29. **Assignment of THIS AGREEMENT**

29.1 The Borrower may not assign to any third party its status as a party, its rights and obligations under this Agreement, unless All Lenders and the Agent give their prior consent in writing.

29.2 A Lender may assign to any third party its status as a party to this Agreement, or all or any part of its rights and obligations associated therewith, if the Borrower and the Agent give their prior consent in writing and all requirements described in the items below are fulfilled (hereinafter, a Lender which made such assignment as an “**Assigning Lender**” and which accepted such assignment as a “**Successive Lender**”). The Borrower and the Agent may not unreasonably withhold their consent, and the Agent, upon such assignment, shall notify All Lenders of such assignment.

(i) If, due to such assignment, the Loan Receivables or any other receivables that the Assigning Lender holds against the Borrower under this Agreement are assigned to the Successive Lender, the Borrower’s consent must include the consent for assignment of those receivables and bear an incontrovertible date (*kakutei-hizuke*) as of the date of the assignment.

(ii) If any partial assignment of the status under this Agreement is made, both the Assigning Lender and the Successive Lender shall become a Lender under this Agreement and each provision of this Agreement shall be applicable to such Lender on and after the date of the assignment, and the Commitment Amount of the Assigning Lender prior to the assignment of the status (the “**Pre-assignment Commitment Amount**”) shall be reduced by an amount separately agreed upon between the Assigning Lender and the Successive Lender (the “**Reduced Amount**”) and thereafter the Commitment Amount equal to the Reduced Amount (or, if the relevant Successive Lender has already been a Lender before the relevant assignment is made, the Commitment Amount calculated by adding the amount equal to the relevant Reduced Amount to the Commitment Amount of the relevant Lender as of the time before the assignment is made) shall apply to the Successive Lender. If the Assigning Lender owns any Loan Receivables (such Loan Receivables, hereafter, the “**Pre-assignment Loan Receivables**”), all receivables in relation to the Pre-assignment Loan Receivables, including principal, interest and default interest, will be divided in proportion to the ratio of the Reduced Amount to the Pre-assignment Commitment Amount (the “**Reduced Ratio**”) and such divided receivables pursuant to the Reduced Ratio (the “**Assignable Loan Receivables**”) shall be assigned to the Successive Lender.

(iii) The Successive Lender is [*type of business engaged in by the Successive Lender*].

(iv) If a partial assignment is made with respect to its status under this Agreement, (a) the value of (i) the Reduced Amount and (ii) the difference between the Pre-assignment Commitment Amount and the Reduced Amount are equal to or more than [ ] hundred million yen, and (b) if the Assigning Lender holds the Loan Receivables, the value of (i) the amount of the Assignable Loan Receivables and (ii) the difference of the Pre-assigned Loan Receivables and the Assignable Loan Receivables are equal to or more than [ ] hundred million yen, unless the Assignor is a Lender who also acts as the Agent.

(v) No withholding tax or other taxes arise from any assignment pursuant to Clause 29.2, and there will be no increase in the amount of the Borrower’s interest expense payable to the Successive Lender; [except for any assignment of status to the Lender’s foreign Subsidiary or Affiliate due to any revocation of the Lender’s lending business in Japan.]

29.3 All expenses incurred from the assignment provided for in Clause 29.2 shall be borne by the Assigning Lender [or the Successive Lender, as the case may be]; provided, however, that the provision of Clause 10 shall apply with respect to any Increased Costs incurred in relation to the Successive Lender after the assignment. The Assigning Lender [or the Successive Lender] shall pay to the Agent, by the actual date of such assignment, the amount of [ ] yen per Successive Lender, together with applicable consumption tax, as consideration for administrative duties performed in connection with the assignment.

30. **Assignment of Loan RECEIVABLES**

30.1 Unless otherwise specified in this Agreement, the Lender may assign its Loan Receivables subject to the satisfaction of all requirements described in each item below.

(i) The Assignee agrees that the Loan Receivables it has succeeded to will be bound upon by each provision in relation to the Loan Receivables under this Agreement (provided, however, that the Assignee shall not bear any Lending Obligations).

(ii) The Assignee is [*types of business engaged in by the Assignee*].

(iii) If the assignment is made in divided portions of the Loan Receivables, the value of each Loan Receivables after such division is equal to or more than [ ] hundred million yen, unless the Assignor is a Lender who also acts as the Agent.

(iv) No withholding tax or other taxes arise from the assignment, and there will be no increase in the amount of the Borrower’s interest expense payable to the Assignee; except for any assignment to the Lender’s foreign Subsidiary or Affiliate due to any revocation of the Lender’s lending business in Japan.

30.2 If intending to assign the Loan Receivables, the Assignor and the Assignee shall perfect the assignment against the third parties and the obligor as of the date of the assignment. In this case, the Assignor and Assignee shall, under their joint name, [and the Borrower shall, in its sole name, ]immediately notify the Agent of the fact that such assignment was made. If the assignment of the Loan Receivables pursuant to Clause 30.1 is made, any and all rights that are a part of the Assignor’s rights under this Agreement and relating to the Loan Receivables to be assigned will be transferred to the Assignee, and any and all obligations that are a part of the Assignor’s obligations under this Agreement and relating to the Loan Receivables to be assigned are borne by the Assignee. The Borrower acknowledges in advance the transfer of the rights to the Assignee and the burden of the obligations by the Assignee. In applying provisions of this Agreement in relation to the Loan Receivables, if all of the Loan Receivables are assigned, the Assignee is treated as a Lender and if the Loan Receivables are partly assigned, both the Assignor and the Assignee are treated as Lenders under this Agreement.

30.3 All expenses incurred from the assignment provided for in Clause 30.1 shall be borne by the Assignor [or the Assignee, as the case may be]. The provision of Clause 10 shall apply with respect to any Increased Costs incurred after the assignment. The Assignor [or the Assignee] shall pay to the Agent, by the actual date of such assignment, the amount of [ ] yen per Assignee, together with applicable consumption tax, as consideration for administrative duties performed in connection with the assignment.

30.4 In the case an assignment is made pursuant to Clause 30.1, the Unused Commitment Amount shall be calculated as if such assignment was not made.

31. **Collection from Third PartY**

31.1 No repayment of the Borrower’s debt obligations under this Agreement by any party other than the Borrower is allowed, unless it obtains prior written consent from the Agent and All Lenders.

31.2 The Borrower shall not, on or after the execution date of this Agreement, consign any third party to guarantee (including any guarantee by property) the Borrower’s performance of its debt obligations under this Agreement, nor shall the Borrower make any third party assume its debt obligations under this Agreement or performance thereof, unless it obtains prior written consent from the Agent and All Lenders.

31.3 If a Lender enters into a guarantee without consignment to the Guarantor by the Borrower (including any property guarantee) or a debt assumption with any third party with respect to the Borrower’s obligations under this Agreement, the Lender shall have satisfied all of the requirements specified in each item described below. In this case, if the Lender receives any repayment from the third party pursuant to such guarantee or debt assumption, no arrangement among the Lenders pursuant to the assignment of receivables in Clause 24.1 shall be made.

(i) The third party shall have the same obligations as a Lender has against the Agent, other Lenders and the Borrower under this Agreement with respect to any exercise of its right for recourse and the contractual rights hereunder arising as a result of the performance of its guarantee obligation.

(ii) The third party shall be bound upon by each provision of this Agreement.

(iii) The third party is [*type of business engaged in by the third party*], and neither the third party nor the Borrower is a Subsidiary or an Affiliate of either party.

(iv) The value of the Loan Receivables that the third party obtains by subrogation is equal to or more than [ ] hundred million yen.

(v) There will be no increase in the amount of the Borrower’s interest expense payable to the third party, and no withholding tax or other taxes arise from any such obtainment by subrogation.

In the case of any obtainment by subrogation of the Loan Receivables by the third party pursuant to the provisions of Item (i) above, such obtainment by subrogation shall be considered the assignment of the Loan Receivables pursuant to Clause 30, and the provisions of Clauses 30.3 and 30.4 shall apply.

32. **Termination of ALL LENDERS’ LENDING OBLIGATIONS**

If any of the events described in the items below occurs, All Lenders’ Lending Obligations will terminate. [In this case, the Borrower shall immediately (or, if the event described in Item (i) of this paragraph occurs, on the Due Dates of [the Borrower’s debts relating to the Loan whose expiration date comes after the Commitment Term Expiration Date*[\* If a Maturity Date is permitted to be set after the Commitment Term Expiration Date.]* and ]the Borrower’s debts relating to the Commitment Fee) pay all of its debts under this Agreement in accordance with the provisions of Clause 18.]

(i) The Commitment Term Expiration Date expires.

(ii) Any of the events described in the items in Clause 22.1 occurs, or any of the events described in the items in Clause 22.2 occurs and a notice is provided to the Borrower by the Agent in accordance with Clause 22.2.

[(iii) *Any other lending obligation termination event occurs*.]

33. **General Provisions**

33.1 Confidentiality Obligations

 The Borrower shall raise no objection to the disclosure of information provided for in each item below:

(i) If the notice of refusal to make an Individual Loan has been given pursuant to the provisions of Clause 8.1, or if any of the events described in the items of Clause 22.1 or 22.2 have occurred, or if the clarification of the intention of the Majority Lenders has been required pursuant to the provisions of Clause 27, the Agent and a Lender may disclose any information with regard to the Borrower or the transaction with the Borrower, which either party has obtained through this Agreement or an agreement other than this Agreement, to the extent reasonably required.

(ii) Upon the assignment of status pursuant to this Agreement or the assignment of Loan Receivables or execution of a guarantee without consignment by the Borrower (including any property guarantee) or a debt assumption with respect to the obligations that the Borrower assumes under this Agreement, a Lender may disclose any information with regard to this Agreement to the Assignee (including the Successive Lender provided for in the provisions of Clause 29), a guarantor, or a person who assumes the obligations or a person who considers acquiring, guaranteeing, or assuming obligations (including an intermediary of such transaction), on the condition that those agree to be bound by the confidentiality obligations. The information with regard to this Agreement in this item shall mean any information regarding the Borrower’s credit that has been obtained in connection with this Agreement, any information regarding the contents of this Agreement and other information incidental thereto, and any information regarding the contents of the Loan Receivables subject to the transaction and other information incidental thereto, and shall not include any information regarding the Borrower’s credit that has been obtained in connection with any agreement other than this Agreement.

(iii) The Lender may disclose information relating to this Agreement, to the extent reasonably necessary, upon an order, direction, request, or the like made pursuant to applicable laws or by administrative agencies, judicial agencies or other relevant authorities in Japan and foreign countries, central banks, or self-regulatory agencies, or to an attorney, judicial scrivener, certified public accountant, accounting firm, tax accountant, rating agency, or any other expert who needs to receive the disclosure of the confidential information in relation to his/her works. The Lender may also disclose the information relating to this Agreement to its Parent Company, Subsidiary, and Affiliate to the extent necessary and appropriate for internal control purposes.

33.2 Risk Bearing; Exemption, Compensation, and Indemnification

(i) If any documents furnished by the Borrower to the Agent or each Lender have been lost, destroyed, or damaged for any unavoidable reasons such as incidents or natural disasters, the Borrower shall, upon consultation with the Agent, perform its obligations under this Agreement based on the records, such as books and vouchers, of the Lender or the Agent. The Borrower shall, upon request of the Agent or a Lender through the Agent, forthwith prepare substitute documents and furnish them to the Agent or the Lender through the Agent.

(ii) If each Lender or the Agent performs transactions after comparing, with due care, the seal impression of the representative and agent of the Borrower to be used for the transactions in relation to this Agreement with the seal impression submitted by the seal submitted by the Borrower in advance, the Borrower shall bear any Loss incurred as a result of an event such as forgery, alteration, or theft of seal.

(iii) Even if the Borrower incurs damage as a result of the Lender or the Agent taking any actions permitted under this Agreement (those acts include deciding not to make the Individual Loan, providing the Borrower with a notice in accordance with Clause 22.2, and disclosing information in accordance with Item (iii) of Clause 33.1) due to the fact that the Borrower violates this Agreement or that any of the items in Clause 20 is not true (including the fact that any of the matters described in Clause 20.10 is not true or that the Borrower violates Item (v) or (vi) of Clause 21.4; the “**Borrower’s Breach of Obligations**”), the Borrower will not make any claim against the Lender or the Agent. The Borrower shall bear any Loss arising with respect to a Lender or the Agent as a result of the Borrower’s Breach of Obligations or as a result of a Lender not performing indemnity pursuant to the provisions of Clause 25.4.

33.3 Severability

Should any provision which constitutes a part of this Agreement be held null, illegal, or unenforceable, validity, legality and enforceability of all other provisions shall in no way be prejudiced or affected.

33.4 Exceptions to the Application of the Bank Transactions Agreement

The Agreement on Bank Transactions [and the Agreement on Financial Transactions] separately submitted by the Borrower to a Lender or separately made and entered into by and between the Borrower and a Lender shall not apply to this Agreement and the transactions contemplated in this Agreement.

33.5 Notices

(i) Any notice under this Agreement shall be made in writing expressly stating that it is made for the purpose of this Agreement, and given by any of the methods described in (a) to (d) below to the address of the receiving party. Each party to this Agreement may change its address by giving notice thereof to the Agent.

(a) Personal delivery

(b) Registered mail or courier service

(c) Transmission by facsimile [(in this case, upon request of the other party, the original copy of notice must be delivered later to the recipient by either of the methods described in (a) and (b) above)]

(d) [E/X (only for any notice among Lenders and the Agent)]

(ii) The notice pursuant to the preceding item shall be deemed to have been delivered at the time, in the case of transmission by facsimile, when receipt of facsimile is confirmed, and in the case of any other methods, when actually received.

33.6 Changes in Notified Matters

(i) In the case of changes in the matters of which a Lender or the Borrower notified to the Agent, such as the trade name, representative, agent, signature, seal, or address, the Lender and the Borrower shall immediately notify the Agent of such changes in writing.

(ii) If notice given under this Agreement is delayed or not delivered as a result of the failure to notify as described in the preceding item, such notice shall be deemed to have arrived at the time when it should have normally arrived.

33.7 Funds Transfer

(i) Settlement of funds between the Agent and the Lender is to be made in principle through the Japanese Banks’ Data Communication System, and if a Lender wishes settlement to be made through the Bank of Japan Financial Network System, that Lender shall consult with the Agent in advance. However, if a Lender is not a member of the Japanese Banks’ Data Communication System, the Lender shall settle funds through the bank account designated by the Lender held in the Lender’s name in a bank that is a member of the Japanese Banks’ Data Communication System.

(ii) Charges incurred in connection with payment made by a party to another party under this Agreement are borne by the party who makes the payment.

33.8 Calculation

Unless otherwise expressly provided for with respect to any calculation under this Agreement, all calculation shall be [inclusive of first and last day/inclusive of first day and exclusive of last day], on a per diem basis assuming that there are [365/360] days per year, wherein the division shall be done at the end of the calculation, and fractions less than one yen shall be rounded down (or in a manner the Agent considers appropriate, if the Agent considers it especially necessary).

33.9 Preparation of the Notarized Deed

The Borrower shall, at any time upon the request of the Agent or a Majority Lender, take the necessary procedures to entrust a notary public to execute a notarized deed in which the Borrower acknowledges its indebtedness under this Agreement and agrees to compulsory execution with regard thereto.

33.10 Survival of Rights

Any failure or delay by the Agent or the Lender in exercising all or part of their rights under this Agreement will not be interpreted as a waiver of those rights by the Agent or the Lender or as a release or reduction of the obligations of the Borrower, and will have no effect on those rights of the Agent or the Lender.

33.11 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Japan, and [the Tokyo District Court] shall have the non-exclusive jurisdiction over any disputes arising in connection with this Agreement.

33.12 Language

This Agreement shall be prepared in the Japanese language and the Japanese language version shall be deemed the original copy.

33.13 Consultation

Any matters not provided for in this Agreement, or in the case of any doubt among the parties with respect to the interpretation, the Borrower and the Lenders shall consult through the Agent and shall determine the response therefor.

IN WITNESS WHEREOF, the representatives or their agent of the Borrower, each Lender, and the Agent have caused this Agreement to be signed and sealed in [ ] copies, and the Borrower, each Lender, and the Agent shall have one copy each.

[*mm/dd/yy*]

Appendix 1

List of Parties

1. Borrower

|  |  |
| --- | --- |
| Borrower and department in charge | Address |
| [ ] |  |

2. Agent

|  |  |
| --- | --- |
| Agent and department in charge | Address |
| [ ] |  |

3. Lender

|  |  |  |
| --- | --- | --- |
| Lenders and departments in charge | Commitment Amount | Address |
| [ ][ ] Department | [ ] yen |  |
| [ ][ ] Department | [ ] yen |  |
| [ ][ ] Department | [ ] yen |  |

Appendix 2

Commitment Fee Calculation Period

|  |  |  |
| --- | --- | --- |
|  | Commencement date of the Commitment Fee Calculation Period | Termination date of the Commitment Fee Calculation Period |
| 1st time | Execution date of this Agreement | [*mm/dd/yy*] |
| 2nd time | The day immediately following the termination date of the last Commitment Fee Calculation Period | [*mm/dd/yy*] |
| 3rd time | The day immediately following the termination date of the last Commitment Fee Calculation Period | [*mm/dd/yy*] |
|  |  |  |
| []th time | The day immediately following the termination date of the last Commitment Fee Calculation Period | Commitment Term Expiration Date |

Attachment 1

[*mm/dd/yy*]

To: [Name of Agent]

Address

Name

[Registered seal]

**Drawdown Request**

The company requests drawdown of the Loan as described below in accordance with the commitment line agreement (the “**Agreement**;” definitions in the Agreement apply to the terms that are used in this Drawdown Request and defined in the Agreement) entered into as of [*mm/dd/yy*] with [ ] as the Agent and with a commitment amount of [ ] yen, as originally agreed at the time of the execution of the Agreement. The company confirms that, at the time of request for the Loan and as of the Desired Drawdown Date as specified below, conditions for the drawdown of the Individual Loan provided for under the Agreement are fully satisfied, the obligations the company bears under this Agreement are fully complied with, and the matters that the company represents and warrants in the Agreement are all true and correct, and covenants that the company will be liable for any and all Loss caused to the Agent or the Lenders due to the fact that the matters confirmed above are not true.

|  |  |
| --- | --- |
| Amount of Loan | JPY [ ] |
| Desired Drawdown Date | [*mm/dd/yy*] |
| Base Loan Term | [ ] months |
| Maturity Date | [*mm/dd/yy*] |