**LOAN AGREEMENT**

This Loan Agreement (the "Agreement") is made on [DATE], by and between:

(1) [BORROWER'S NAME] (the "Borrower"); and

(2) [LENDER'S NAME] (the "Lender").

The parties agree as follows:

**Article 1. Facility**

1.1 The Lender agrees to provide the Borrower a loan facility in the principal amount of Japanese Yen [LOAN AMOUNT] (the "Loan"), subject to the terms and conditions of this Agreement, to be drawn in accordance with Article 2.

**Article 2. Drawing**

2.1 The Borrower must notify the Lender of its intention to draw the Loan no later than 12:00 noon (Japan time) on the third Business Day, as defined in Article 3.2, before the proposed drawing date.

**Article 3. Repayment and Prepayment**

3.1 The Borrower shall repay the principal amount of the Loan on [DATE] (the "Repayment Date").

3.2 The Borrower may prepay all or part of the Loan on any Interest Payment Date, as defined in Article 4.2, by providing at least thirty (30) Business Days' notice to the Lender. Prepayment must include accrued interest and any additional costs incurred by the Lender. A "Business Day" is any day banks are open for normal banking in Japan.

**Article 4. Interest**

4.1 Interest shall accrue on the Loan principal at an annual rate of [INTEREST RATE]% (the "Interest Rate") from the drawdown date to the initial Interest Payment Date, and thereafter from each preceding Interest Payment Date to the next succeeding Interest Payment Date. Interest is computed on a 365-day year basis.

4.2 "Interest Payment Date" refers to each semi-annual anniversary of the Loan drawdown date, including the Repayment Date. If an Interest Payment Date is not a Business Day, it will be the next succeeding Business Day unless it falls in another calendar month, in which case it will be the preceding Business Day. Accrued interest is payable on each Interest Payment Date and the Repayment Date.

4.3 If the Borrower fails to make any payment when due, it shall pay interest on the overdue amount at [INTEREST RATE + PENALTY]% per annum, payable on demand.

**Article 5. Costs and Expenses**

5.1 The Borrower shall reimburse the Lender for reasonable out-of-pocket expenses, including legal fees, incurred in connection with the negotiation, preparation, execution, and enforcement of this Agreement.

5.2 The Borrower shall pay any stamp duties, taxes, or similar charges applicable to this Agreement.

**Article 6. Taxes**

6.1 All payments made by the Borrower to the Lender shall be free from any taxes or withholdings. If any law or regulation requires such deduction or withholding, the Borrower shall increase the payment to ensure the Lender receives the full amount. The Borrower shall provide official receipts or documentation of such payments within ninety (90) days of deduction.

**Article 7. Payments**

7.1 All payments by the Borrower shall be made in Japanese Yen to the Lender at its Head Office in Tokyo, Japan, or another address as notified by the Lender.

**Article 8. Representations and Warranties**

8.1 The Borrower represents and warrants that:

(a) It has the authority to enter into and perform this Agreement;

(b) This Agreement is a valid and binding obligation;

(c) All necessary consents and authorizations have been obtained and are in effect;

(d) Payments due are free from any taxes imposed by any authority;

(e) The obligations under this Agreement are pari passu with other unsecured obligations.

**Article 9. Covenants**

9.1 The Borrower will provide the Lender with audited annual financial statements within one hundred fifty (150) days after the end of each fiscal year, prepared in accordance with generally accepted accounting principles and certified by independent accountants.

**Article 10. Events of Default**

10.1 The Lender may declare the Loan immediately due and payable if:

(a) The Borrower fails to pay any principal or interest within three (3) days of the due date or any other sum within five (5) days;

(b) The Borrower defaults on any other term for more than thirty (30) days after notice;

(c) Any representation or warranty is materially incorrect;

(d) Any necessary governmental authorization is withdrawn, modified, revoked, or terminated;

(e) The Borrower becomes bankrupt or insolvent.

**Article 11. Assignment**

11.1 This Agreement binds and benefits the Borrower and Lender and their respective successors and assigns, provided that:

(a) The Borrower cannot assign its rights or obligations without the Lender's prior written consent, which shall not be unreasonably withheld;

(b) The Lender may assign its rights under this Agreement upon notifying the Borrower, provided the Borrower is not liable for any greater amount to the assignee than to the Lender.

**Article 12. Notices**

12.1 Notices or communications under this Agreement shall be in writing and delivered by telex, telegram, cable, or telephone (to be confirmed in writing) or by mail to the following addresses:

(i) For the Borrower:

Attention:

Telex number:

Answerback:

Cable address:

Telephone number:

(ii) For the Lender:

Attention:

Telex number:

Answerback:

Cable address:

Telephone number:

Facsimile number:

**Article 13. Governing Law and Jurisdiction**

13.1 This Agreement shall be governed by and construed in accordance with the laws of Japan.

13.2 Both parties irrevocably submit to the nonexclusive jurisdiction of the Tokyo District Court.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the day and year first above written.

**BORROWER:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LENDER:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_