

外国法共同事業法律事務所リンクレーターズ
Gaikokuho Kyodo-Jigyo Horitsu Jimusho Linklaters
Meiji Yasuda Building 10F
1-1, Marunouchi 2-chome
Chiyoda-ku, Tokyo 100-0005
〒100-0005
東京都千代田区丸の内2丁目1番1号
明治安田生命ビル10階
Telephone (+81) 3 6212 1200
Facsimile (+81) 3 6212 1444

International Swaps and Derivatives
Association, Inc. (“ISDA”)
360 Madison Avenue, 16th Floor
New York, NY 10017
USA

1 September ~~2016~~2017

Our Ref [L-233747](#)[L-099153](#)

Dear Sir/Madame,

Collateral Taker Insolvency

1 Introduction

1.1 We have been asked by the International Swaps and Derivatives Association, Inc. (“ISDA”) to provide our opinion to the questions raised in paragraph 5.

1.2 In this opinion:

~~“Central Securities Depository Agreements” means securities documents or other agreements as described in paragraph 4.14;~~

“Civil Code” means the Civil Code (*minpou*) (Act No. 89 of 1896, as amended);

“Clearstream 2016 Security Agreement” means the ISDA Clearstream 2016 Security Agreement;

“Clearstream 2017 Security Agreement” means the ISDA Clearstream 2017 Security Agreement;

“Clearstream CTA Japanese Amendments” means the Recommended Amendment Provisions for the ISDA Clearstream Collateral Transfer Agreement (Subject to New York Law) and the ISDA Clearstream Collateral Transfer Agreement (Subject to English Law) with respect to Japanese Collateral;

“Clearstream Documents” means the ISDA Clearstream 2016 Security Agreement, the ISDA Clearstream 2017 Security Agreement, the ISDA Clearstream 2016 Collateral Transfer Agreement

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(NY Law) (the “Clearstream NY CTA”), the ISDA Clearstream 2016 Collateral Transfer Agreement (Multi-Regime) (the “Clearstream Multi-Regime CTA”) and the Clearstream Novation Agreement;

“Clearstream Japanese Amendments” means the Clearstream CTA Japanese Amendments and the Clearstream Security Agreement Japanese Amendments;

“Clearstream Novation Agreement” means the Novation Agreement and the CBL Services Novation Agreement;

“Clearstream Security Agreement” means the Clearstream 2016 Security Agreement and the Clearstream 2017 Security Agreement;

“Clearstream Security Agreement Japanese Amendments” means the Recommended Amendment Provisions for the ISDA 2017 Clearstream Security Agreement with respect to Japanese Collateral;

“Collateral” means any assets in which a security interest is created by the Collateral Provider in favor of the Collateral Taker as credit support for the obligations of the Collateral Provider under the relevant Master Agreement;

~~“Collateral Opinion” means our legal opinion “Validity and Enforceability of Collateral Arrangements under the ISDA Credit Support Documents – Issues and Analysis under Japanese Law” dated 7 December 2015 addressed to ISDA;~~

“Collateral Provider” means the Pledgor (under the IM NY Annex), the Chargor (under the IM Deed) or the Obligor (under the IM JP Annex), as context requires;

“Collateral Taker” means the Secured Party (under the IM NY Annex or the IM Deed, as context requires) or the Obligee (under the IM JP Annex), as context requires;

“Custodial Arrangements” means the custodial arrangements described in paragraph 4.13 below;

“Euroclear CTA Japanese Amendments” means the Recommended Amendment Provisions for the ISDA Euroclear Collateral Transfer Agreement (Subject to New York Law) and the ISDA Euroclear Collateral Transfer Agreement (Subject to English Law) with respect to Japanese Collateral as published by ISDA;

“Euroclear Documents” means the ISDA Euroclear Security Agreement (the “Euroclear Security Agreement”), the ISDA Euroclear Collateral Transfer Agreement (NY Law) (the “Euroclear NY CTA”) and the ISDA Euroclear Collateral Transfer Agreement (Multi-Regime) (the “Euroclear Multi-Regime CTA”);

“Euroclear Japanese Amendments” means the Euroclear CTA Japanese Amendments and the Euroclear Security Agreement Japanese Amendments;

“Euroclear Security Agreement Japanese Amendments” means the Recommended Amendment Provisions for the ISDA Euroclear Security Agreement with respect to Japanese Collateral as published by ISDA;

“FIEA” means the Financial Instruments and Exchange Act (*kin'yuu shouhin torihiki hou*) (Act No. 25 of 1948, as amended);

“Financial Instruments Business Ordinance” means the Cabinet Office Ordinance on Financial Instruments Business, etc. (*kin'yuu shouhin torihiki gyou tou ni kansuru naikakufurei*) (Cabinet Office Ordinance No. 52 of 2007, as amended);

“IM Deed” means the 2016 Phase One IM Credit Support Deed governed by English law as published by ISDA;

“IM Deed Japanese Amendments” means the [Recommended Amendment Provisions for the ISDA English Law 2016 Phase One IM Credit Support Deed with respect to Japanese Securities as published by ISDA;](#)

“IM JP Annex” means the 2016 Phase One IM Credit Support Annex for Initial Margin (IM) governed by Japanese law as published by ISDA;

“IM NY Annex” means the 2016 Phase One Credit Support Annex for Initial Margin (IM) governed by New York law as published by ISDA;

“IM NY Annex Japanese Amendments” means the [Recommended Amendment Provisions for the ISDA New York Law 2016 Phase One Credit Support Annex for Initial Margin \(IM\) with respect to Japanese Securities as published by ISDA;](#)

“IM Security Documents” means the IM NY Annex and the IM Deed;

“Japanese IM Regulation” means the regulation under Article 40, item 2 of the FIEA and Article 123, paragraph 1, item 21-6 of the Financial Instruments Business Ordinance and provision related thereto;

“Master Agreement” means, unless otherwise specified, a master agreement based on any of the following forms published by ISDA: (a) the 2002 ISDA Master Agreement; (b) the 1992 ISDA Multicurrency – Cross Border Master Agreement; (c) the 1992 ISDA Local Currency – Single Jurisdiction Master Agreement; (d) the 1987 ISDA Interest Rate and Currency Exchange Agreement; and (e) the 1987 ISDA Interest Rate Swap Agreement;

~~**“Recommended Euroclear CTA Amendments”** means the Recommended Amendment Provisions for the ISDA Euroclear Collateral Transfer Agreement (Subject to New York Law) and the ISDA Euroclear Collateral Transfer Agreement (Subject to English Law) with respect to Japanese Collateral as published by ISDA;~~

~~**“Recommended Euroclear SA Amendments”** means the Recommended Amendment Provisions for the ISDA Euroclear Security Agreement with respect to Japanese Collateral as published by ISDA;~~

~~**“Recommended IM NY Annex Amendments”** means the Recommended Amendment Provisions for the ISDA New York Law 2016 Phase One Credit Support Annex for Initial Margin (IM) with respect to Japanese Securities as published by ISDA;~~

“Trust Addendum” means the Trust Scheme Addendum to the IM JP Annex as published by ISDA;

“Trust Agreement” means a Japanese law trust agreement based on any of the following forms prepared by Trust Companies Association of Japan: (a) the trust agreement for initial margin segregation (*tousho shoukokin bunbetsushintaku keiyakusho*) (Type A: delivering the balance (*zangaku koufu*)) (15 July 2016 version) and (b) the trust agreement for initial margin segregation

(Type C: return of collateral, delivering of income (*tanpo henkan shuueki koufu*)) (15 July 2016 version)¹; [and](#)

“**Trust Arrangements**” means the trust arrangements described in paragraph 4.15 below;²

~~“**1994 NY Annex**” means the 1994 Credit Support Annex governed by New York law as published by ISDA; and~~

~~“**1995 Deed**” means the 1995 Credit Support Deed governed by English law as published by ISDA.~~

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement, the relevant IM Security Document or the IM JP Annex, unless otherwise specified.

2 Japanese law

This opinion is limited to Japanese law applied by the Japanese courts and in effect on the date of this opinion. It is given on the basis that all matters relating to it (including all terms used in it) will be governed by and construed in accordance with Japanese law.

3 Scope of inquiry

For the purpose of this opinion, we have reviewed the following documents ([the “Reviewed Documents”](#)):

- (a) the IM NY Annex;
- (b) the IM Deed;
- (c) the IM JP Annex;
- (d) the Trust Addendum;~~and~~
- (e) the ~~Recommended~~ IM NY Annex [Japanese Amendments](#);³
- (f) [the IM Deed Japanese Amendments](#);

~~Further, we have reviewed the following documents only for purposes of understanding the assumptions given by ISDA in its instruction letter and considering the relevant legal issues:~~

- (g) ~~(a)the ISDA-~~[the Euroclear Security Agreement](#);
- (h) ~~(b)the ISDA-Euroclear Collateral Transfer Agreement (NY Law)~~[NY CTA](#);
- (i) ~~(c)the ISDA-Euroclear Collateral Transfer Agreement (Multi-Regime)~~[CTA](#);
- (j) ~~(d)the Recommended~~-Euroclear CTA [Japanese Amendments](#);
- (k) ~~(e)the Recommended~~-Euroclear [SA Security Agreement Japanese Amendments](#);
- (l) ~~(f)the ISDA-Clearstream 2016~~ Security Agreement;
- ~~(g) the ISDA-Clearstream 2016 Collateral Transfer Agreement (NY Law);~~
- ~~(h) the ISDA-Clearstream 2016 Collateral Transfer Agreement (Multi-Regime); and~~

¹ A copy of the pro-forma Trust Agreement should be available from Trust Companies Association of Japan upon request.

- (m) [the Clearstream NY CTA;](#)
- (n) [the Clearstream Multi-Regime CTA;](#)
- (o) [the Clearstream CTA Japanese Amendments;](#)
- (p) [the Clearstream Security Agreement Japanese Amendments;](#)
- (q) [the Clearstream Novation Agreement; and](#)
- (r) ~~(r)~~ the Trust Agreement.

4 Assumptions

For the purpose of this opinion, we have made the following assumptions:

- 4.1 The Collateral Provider has been legally established and is validly existing under the laws of the jurisdictions of its incorporation.
- 4.2 The Collateral Provider has entered into with the Collateral Taker, either:
 - (a) a Master Agreement governed by New York law; and
 - (i) the IM NY Annex; [and/or](#)
 - (ii) the IM Deed; ~~and/or~~
 - ~~(iii) the IM JP Annex as amended and supplemented by the provisions set out in the Trust Addendum; or~~
 - (b) a Master Agreement governed by English law; and
 - (i) [the IM NY Annex \(in which case, the parties have provided in paragraph 13 of the IM NY Annex that the IM NY Annex is governed by and construed in accordance with New York law\); and/or](#)
 - (ii) [the IM Deed; or](#)
 - (c) [a Master Agreement governed by Japanese law; and](#)
 - (i) the IM NY Annex (in which case, the parties have provided in paragraph 13 of the IM NY Annex that the IM NY Annex is governed by and construed in accordance with New York law);
 - (i) the IM Deed; and/or
 - (ii) the IM JP Annex as amended and supplemented by the provisions set out in the Trust Addendum.
- 4.3 Under the applicable IM Security Document and the IM JP Annex, both parties will be required to post Collateral to the other (either under the same IM Security Document or IM JP Annex or under separate IM Security Documents or IM JP Annex) in an amount that depends on the IM calculation provisions. For purposes of this opinion, we consider the Collateral taking leg of one party only.
- 4.4 The Collateral Taker has been legally organized, incorporated or formed and is validly existing under Japanese law, and it is a type of entity falling within one of the category types specified in Appendix B as covered by this opinion, provided that such type of entity is subject to the Japanese IM Regulation. In other words, the Collateral Taker is (a) a financial institution in the form of either

(i) a corporation incorporated under the Companies Act (*kaisha hou*) (Act No. 86 of ~~2004~~2005, as amended) (the “**Companies Act**”) as a joint stock company (*kabushiki kaisha*) (“**Corporation**”) or (ii) another form of legal entity organized under the laws of Japan (each a “**Non-Corporate Entity**”); or (b) an arrangement without juridical personality (*houjin kaku*) formed under the laws of Japan (a “**Fund Vehicle**” and collectively with Corporation and Non-Corporate Entity, a “**Covered Entity**”) as specified below.

4.4.1 A financial institution in a form of the Corporation includes:

- (i) Japanese banks (*ginkou*)² as defined in Article 2, paragraph 1 of the Banking Act (*ginkou hou*) (Act No. 59 of 1981, as amended) (the “**Banking Act**”) (but excluding Japanese branches of non-Japanese banks) or long-term credit banks (*chouki shin'you ginkou*)³ as defined in Article 2 of the Long Term Credit Bank Act (*chouki shin'you ginkou hou*) (Act No. 187 of 1952, as amended) (the “**LTCBA**”) (collectively, “**Japanese Banks**”);
- (ii) Japanese financial instruments business operators (*kin'yuu shouhin torihiki gyousha*) as defined in Article 2, paragraph 9 of the Financial Instruments and Exchange Act (*kin'yuu shouhin torihiki hou*) (Act No. 25 of 1948, as amended) (the “**FIEA**”)⁴ (“**Japanese Financial Instruments Business Operators**”);
- (iii) Japanese insurance companies (*hoken kaisha*) as defined in Article 2, paragraph 2 of the Insurance Business Act (*hokengyou hou*) (Act No. 105 of 1995, as amended) (the “**IBA**”)⁵ (“**Japanese Insurance Companies**”);
- (iv) The Shoko Chukin Bank, Ltd.;⁶ and
- (v) Development Bank of Japan Inc.⁷

4.4.2 A financial institution in a form of Non-Corporate Entity includes the following entities organized under special laws and listed herein:

- (i) quasi-partnership depository institutions, namely, shinkin banks (*shin'you kinko*), credit co-operatives (*shin'you kumiai*) and labor credit associations (*roudou kinko*) (collectively, “**Cooperative Financial Institutions**”);
- (ii) Shinkin Central Bank⁸ and The Norinchukin Bank;⁹
- (iii) Japanese Insurance Companies in the form of a mutual company (*sougo kaisha*);

² Banks (*ginkou*) licensed by the Prime Minister under Article 4, paragraph 1 of the Banking Act.

³ Long-term Credit Banks (*chouki shin'you ginkou*) licensed by the Prime Minister under Article 4, Paragraph 1 of the LTCBA.

⁴ Corporations who have obtained a business registration with the Prime Minister pursuant to Article 29 of the FIEA.

⁵ Corporations who have obtained a business license issued by the Prime Minister under Article 3, paragraph 1 of the IBA.

⁶ The Shoko Chukin Bank, Ltd. is organized under the Shoko Chukin Bank Limited Act (*kabushiki kaisha shoukou kumiai chuuou kinko hou*) (Act No. 74 of 2007, as amended). Its purpose is to facilitate the financing of co-operative societies of small businesses as well as organizations of small business operators.

⁷ Development Bank of Japan Inc. is a Corporation incorporated under the Development Bank of Japan Inc. Act (*kabushiki kaisha nihon seisaku toushi ginkou hou*) (Act No. 85 of 2007, as amended).

⁸ Shinkin Central Bank, formerly known as the Zenshinren Bank is established under the [Act on Shinkin Bank Act](#) (*shin'you kinko hou*) (Act No. 238 of 1951, as amended) as the central institution for shinkin banks; the individual shinkin banks being its members. A shinkin bank can be distinguished from other institutions by its name, which always includes the word “*shin'you kinko*”.

⁹ The Norinchukin Bank is the central financial institution for co-operatives serving the agricultural, forestry and fishery industries which was established under the Norinchukin Bank Act (*nourin chuuou kinko hou*) (Act No. 93 of 2001, as amended).

4.4.3 A Fund Vehicle is the following arrangement without legal personality formed under the laws of Japan:¹⁰

- (i) trusts (*shintaku*) established under the Trust Act (*shintaku hou*) (Act No.108 of 2006, as amended) (the “**New Trust Act**”) or the old Trust Act (Act No. 62 of 1922, as amended) (the “**Old Trust Act**”) (“**Trust**”).¹¹

4.5 Each party to the Master Agreement, the IM Security Documents, the IM JP Annex, the Custodial Arrangements, the ~~Central Securities Depository Agreements~~ [Euroclear Documents](#), the [Clearstream Documents](#) and the Trust Arrangements has the power and authority to execute the Master Agreement, the IM Security Documents, the IM JP Annex, the Custodial Arrangements, the ~~Central Securities Depository Agreements~~ [Euroclear Documents](#), the [Clearstream Documents](#) and the Trust Arrangements and to perform the obligations thereunder, and has validly obtained or made all necessary approvals or licences, if applicable.

4.6 Each Master Agreement, IM Security Document, Custodial Arrangement, ~~Central Securities Depository Agreements~~ [Euroclear Document](#), [Clearstream Document](#) and Trust Arrangement (including the Trust Agreement) is enforceable under ~~New York law, English law or the law governing the Custodial Arrangement, the Central Securities Depository Arrangement or the Trust Arrangement, as the case may be~~ [the law by which it is expressed to be governed](#), and each party has duly authorized, executed and delivered, and has the capacity to enter into, each document; ~~and further, the security interest created under each IM Security Document, Custodial Arrangement and Central Securities Depository Arrangement and perfected in accordance with applicable laws are valid, binding and enforceable.~~

4.7 Any provisions of the Master Agreement, the relevant IM Security Document, the IM JP Annex and the Trust Agreement have not been altered in any material respect. The selections contemplated by the Master Agreement, the relevant IM Security Document or the IM JP Annex [as well as the changes contemplated by the IM NY Annex Japanese Amendments, the IM Deed Japanese Amendments, the Euroclear Japanese Amendments or the Clearstream Japanese Amendments](#) would not, unless otherwise mentioned below, change the substance of this opinion.

4.8 Pursuant to the relevant IM Security Document and/or the IM JP Annex, the counterparties agree that Eligible Collateral will include cash credited to an account (as opposed to physical notes and coins, “**Cash Collateral**”) and certain types of securities (as further described below).

4.9 Any securities provided as Eligible Collateral are denominated in either the currency of Japan or any freely convertible currency and consist of (i) corporate debt securities the issuer of which may or may not be organized or located in Japan; (ii) debt securities issued by the government of Japan (“**JGBs**”);¹² (iii) debt securities issued by the government of other members of the “G-10” group of countries, or (iv) corporate equity securities the issuer of which may or may not be organized or located in Japan, in each case in the form of intermediated securities.

¹⁰ Arrangements without juridical personality (*houjin kaku*) which are not listed herein are not Fund Vehicles for the purpose of this opinion and are not covered in this opinion.

¹¹ Including investment trusts (*toushi shintaku*) established under the Act on Investment Trusts and Investment Corporations (*toushi shintaku oyobi toushi houjin ni kansuru houritsu*) (Act No. 198 of 1951, as amended) and specified purpose trusts (*tokutei mokuteki shintaku*) established under the Act on Securitization of Assets (*shisan no ryuudouka ni kansuru houritsu*) (Act No. 105 of 1998, as amended).

¹² In some case JGBs are non-assignable to certain persons (c.f. Article 2-2 of the Act Concerning JGBs (*kokusai ni kansuru houritsu*) (Act No. 34 of 1906, as amended)). However, the effect of the transfer of such non-assignable JGBs would be held valid, in the light of a Supreme Court precedent dated June 15, 1973 (*minshu* 27-6-700) indicating that the transfer of non-assignable shares will be held effective.

- 4.10** Cash Collateral is denominated in a freely convertible currency and is held in an account under the control of the Collateral Taker.
- 4.11** Pursuant to the terms and conditions of the Master Agreement, the Collateral Provider enters into a number of Transactions with the Collateral Taker. Such Transactions include any or all of the transactions described in Appendix A hereto. Under the terms of each IM Security Document, the security interest created in the relevant Collateral secures the obligations of the Collateral Provider arising under the Master Agreement as a whole, including the net amount, if any, that would be due from the Collateral Provider under Section 6(e) of the Master Agreement if an Early Termination Date were designated or deemed to occur as a result of an Event of Default in respect of the Collateral Provider. Under the terms of the IM JP Annex, the security transaction (loan for consumption (*shouhi taishaku*) under Japanese law) in respect of the relevant Collateral secures the obligations of the Collateral Provider arising under the Master Agreement as a whole, including the net amount, if any, that would be due from the Collateral Provider under Section 6(e) of the Master Agreement if an Early Termination Date were designated or deemed to occur as a result of an Event of Default in respect of the Collateral Provider.
- 4.12** An Event of Default under Section 5(a)(vii) of the Master Agreement with respect to the Collateral Taker has occurred and the Collateral Taker becomes the subject of a voluntary or involuntary proceeding under the insolvency laws of Japan. An insolvency proceeding means a proceeding under (i) the Bankruptcy Act of Japan (*hasan hou*)¹³ (the “**JBA**”, a proceeding under which is referred to as a “**Bankruptcy Proceeding**”), (ii) the Corporate Reorganization Act of Japan (*kaisha kousei hou*)¹⁴ (the “**CRA**”, a proceeding under which is referred to as a “**Corporate Reorganization Proceeding**”), (iii) the Civil Rehabilitation Act (*minji saisei hou*)¹⁵ (the “**CIRA**”, a proceeding under which is referred to as a “**Civil Rehabilitation Proceeding**”), or (iv) the Act on Special Treatment of Corporate Reorganization Proceedings and Other Insolvency Proceedings of Financial Institutions (*kin'yuu kikan tou no kousei tetsuzuki no tokurei tou ni kansuru houritsu*)¹⁶ (the “**AST**”), a proceeding under which is a Corporate Reorganization Proceeding governed by both the CRA and the AST. Please note that insolvency proceedings may also be instituted under the sections of the Companies Act relating to Special Liquidation (*tokubetsu seisan*)¹⁷ (the aforementioned sections of the Companies Act, collectively with the JBA, the CRA, the CIRA and

¹³ Act No. 75 of 2004, as amended. The JBA applies to any individual, corporation or other type of legal entity in Japan, and also applies to certain legal arrangements formed under Japanese law. The aim of bankruptcy is liquidation of the debtor's assets through a court-appointed trustee to pay creditors' claims in an orderly, fair and equitable manner.

¹⁴ Act No. 154 of 2002, as amended. The proceedings under the CRA are designed to help a corporate debtor rehabilitate and reorganize its failing business through reduction or other adjustment of debts. The CRA applies only to Corporations and certain types of non-corporate financial institutions. Corporate reorganization is essentially a rehabilitative proceeding to avoid liquidation so that the insolvent entity may stay in business and is designed to apply to relatively large corporations.

¹⁵ Act No. 225 of 1999, as amended. This law applies to any individual and corporation (including foreign entities insofar as it relates to their Japanese branch(es)) in Japan, and also applies to certain legal arrangements formed under Japanese law. This law is reorganization-orientated, and designed to apply to individuals and small or medium sized corporations.

¹⁶ Act No. 95 of 1997, as amended. Under the AST, the provisions in the CRA will apply *mutatis mutandis* to certain types of non-corporate financial institutions, such as insurance companies in the form of a “mutual company” (*sougo kaisha*), quasi-partnership depository institutions (*shin'you kinko*), credit cooperatives (*shin'you kumiai*) and labor credit association (*roudou kinko*). Unless otherwise stated herein, our discussions with respect to the CRA will, in addition to Corporations, apply *mutatis mutandis* to such non-corporate financial institutions.

¹⁷ A Special Liquidation procedure is commenced when a liquidating joint stock company (i.e. a joint stock company being dissolved other than by bankruptcy or merger) is faced with circumstances giving rise to an extraordinary obstacle to the pursuit of liquidation or when the relevant court suspects, in the course of such a liquidation proceeding, that the company's total liabilities exceed its total assets, and the competent court has the authority to issue an order to commence such proceedings. It applies to Corporations as well as to Japanese branches of a foreign corporation, and the proceedings thereunder are in many respects similar to bankruptcy.

the AST, are referred to as the “**Insolvency Acts**”, and proceedings thereunder are referred to as “**Insolvency Proceedings**”).

4.13 With respect to the IM Security Documents only, if any of the Collateral provided under any IM Security Document is held in an account which may hold cash (in a freely convertible currency) and securities (a “**Custodial Account**”) with a third party custodian (the “**Custodian**”), it is held in the following form: (x) the Custodian holds the Collateral in the Collateral Provider's name pursuant to a custodial agreement between the Collateral Provider and Custodian; (y) the Custodial Account is used exclusively for the Collateral provided by the Collateral Provider; and (z) the Collateral Provider, the Collateral Taker and the Custodian have entered into an agreement (which may be a separate control agreement or may be part of the custodial agreement) under which the Collateral Taker can take control of the margin under certain circumstances.

~~4.14~~ ~~In the circumstances where “initial margin” Collateral is held at a central securities depository, (x) the Custodian is a central securities depository and holds the Collateral in the Custodian’s name, acting in its own name but for the account of the Collateral Taker; (y) the parties have entered into securities documents and/or other agreements governing the pledge of the Collateral held by the central securities depository and movement of the Collateral into and out of the Custodial Account; and (z) such securities documents and/or other agreements are enforceable in accordance with their terms under applicable law (which may be different than the law of Japan).~~

4.14 In the circumstances where “initial margin” Collateral is held at a central securities depository, (w) the Collateral is held in an account within Euroclear or Clearstream; (x) the parties have entered into the Euroclear Documents or the relevant Clearstream Documents (as applicable) and other relevant documentation with Euroclear or Clearstream, which collectively establish collateral arrangements within Euroclear or Clearstream (as applicable) and set forth (i) the manner in which Collateral is held in Euroclear or Clearstream and (ii) the manner in which the automated transfers of Collateral by Euroclear or Clearstream will be effected (i.e., upon receipt of matching instructions from the Collateral Provider and the Collateral Taker as to the overall amount of initial margin Collateral that is required in respect of such Collateral Provider’s posting obligation, Euroclear or Clearstream, as applicable, will calculate any excess or deficit and make the relevant transfers accordingly on behalf of the parties in discharge of their obligations to one another); and (y) the Euroclear Documents or the relevant Clearstream Documents and the other documents referred to in (x) (as applicable) are enforceable in accordance with their terms under applicable law (which may be different than the law of Japan).

With regard to the foregoing:

- (i) in the case of Euroclear, Collateral is held in a “Pledged Securities Account” and a “Pledged Cash Account” opened in the Euroclear System in the name of Euroclear acting in its own name but for the account of the Collateral Taker (as pledgee under the pledge granted under the Euroclear Security Agreement) and to be operated in accordance with the relevant Euroclear Documents referred to in (x) above; and
- (ii) in the case of Clearstream, Collateral is held in a “Collateral Account” opened in the Clearstream system in the name of (in the case of the Clearstream 2016 Security Agreement) the Collateral Provider or (in the case of the Clearstream 2017 Security Agreement) the Collateral Taker and to be operated in accordance with the relevant Clearstream Documents referred to in (x) above.

In respect of the Clearstream Documents referred to at (x) above, the parties have entered into (A) any of (I) the Clearstream 2016 Security Agreement, (II) the Clearstream 2017 Security Agreement, or (III) the Clearstream 2016 Security Agreement, the Clearstream Novation Agreement and the Clearstream 2017 Security Agreement and (B) either the Clearstream NY CTA or the Clearstream Multi-Regime CTA.

For the avoidance of doubt, if the parties have entered into the documents referred to at (III) above, the Clearstream 2016 Security Agreement is entirely replaced by the Clearstream 2017 Security Agreement and accordingly, the Collateral is held in a “Collateral Account” opened in the Clearstream system in the name of the Collateral Taker.

4.15 With respect to the IM JP Annex only, the Collateral provided under the IM JP Annex is held in the following form: (x) the Collateral is transferred on a title transfer basis to a third party trustee (the “**Trustee**”) in its capacity as trustee (*jutakusha*) for a Trust created specifically for purposes of holding and managing the Collateral (the “**IM Trust**”) pursuant to the Trust Agreement by and between the Collateral Provider as first beneficiary (*daiichi juekisha*), the Collateral Taker as settlor (*itakusha*) and second beneficiary (*daini juekisha*) and the Trustee as trustee, (y) the Trustee holds title to the Collateral in its capacity as trustee for the IM Trust and the Collateral forms a part of trust assets (*shintaku zaisan*) of the IM Trust and (z), upon the delivery of the first beneficial interest exercise notice (*daiichi juekiken koushi sho*) the Collateral Provider as the first beneficiary will have a right against the Trustee to recover the Collateral in an amount corresponding to its first beneficial interest (*daiichi juekiken*) under certain circumstances (including a occurrence of an Event of Default under Section 5(a)(vii) of the Master Agreement with respect to the Collateral Taker and the Collateral Taker being the subject of the Insolvency Proceedings) pursuant to the provisions of the Trust Agreement.

4.16 The parties may enter into more than one IM Security Document or the IM JP Annex ~~and may enter into securities arrangements with respect to the transactions in addition to the~~ including multiple IM Security Documents or the IM JP Annex each subject to different governing laws, and/or may enter into Euroclear Documents and/or Clearstream Documents.

4.17 At the time of (i) execution of the Master Agreement, the IM Security Documents, the Custodial Arrangements, the ~~Central Securities Depository Agreements~~ Euroclear Documents, the relevant Clearstream Documents and the Trust Arrangements and (ii) posting the Collateral and perfection of the security interest in the Collateral pursuant to the IM Security Document, the Euroclear Security Agreement or the relevant Clearstream Security Agreement, none of the parties was/is subject to a petition for the commencement of Insolvency Proceedings.

5 Questions and Answers

Rights of the Collateral Provider under the IM Security Documents

5.1 ***Would the Collateral Provider be entitled to exercise its contractual rights under the IM Security Documents and the custodial arrangements described in paragraph 4.13 above to recover the Collateral held by the Custodian in the Custodial Account?***

5.1.1 General discussion

Pursuant to Article 7 of the Act on General Rules for the Application of Laws (*hou no tekijou ni kansuru tsuusoku hou*) (Act No. 78 of 2006, as amended) (the “**Japanese Conflict of Law Rules Act**”), if the parties to an agreement specify a law as the governing law of such agreement, such choice of law will be recognized unless such choice of law is

contrary to any other provisions of the Japanese Conflict of Law Rules Act. In accordance with this principle, the parties' agreement on governing law under each IM Security Document (or the relevant Master Agreement, as the case may be) would be recognized and the legal effect resulting from the IM Security Documents and the relevant Master Agreement will be construed pursuant to the relevant governing law instead of the Japanese law and will be recognized at a Japanese court to the extent that such legal effect is not contrary to public policy of Japan. Accordingly, assuming that the Collateral Provider is entitled, under the relevant governing law, to exercise its contractual rights under the IM Security Documents and the Custodial Arrangements to recover the Collateral held by the Custodian in the Custodial Account ("**Collateral Recovery Rights**"), the Collateral Recovery Rights would also be recognized by the Japanese courts as construed pursuant to the relevant governing law.

5.1.2 Possible restrictions under Insolvency Proceedings

The exercise of rights (contractual or non-contractual) against a debtor or the actions that a debtor could take to meet its obligations could be restricted if any of the Insolvency Proceedings is commenced against the debtor.

(i) Rights and claims against the Collateral Taker and its bankruptcy trustee

If a right is construed as falling within the concept of "bankruptcy claim" (*hasan saiken*),¹⁸ in principle, such claim must be exercised in accordance with the Bankruptcy Proceeding.¹⁹ A bankruptcy claim is defined as a claim against the bankrupt party.²⁰

Although it appears on the face of the IM Security Documents that the Collateral Taker is obligated to transfer or instruct the Custodian to transfer the Collateral to the Collateral Provider upon the occurrence of a Pledgor Rights Event or Chargor Rights Event and, therefore, that the Collateral Recovery Right could be a right against the Collateral Taker and a bankruptcy claim, we set out reasons below why (assuming the satisfaction of the conditions set out below) the Collateral Recovery Right would not be regarded as a bankruptcy claim with respect to the Collateral Taker.

It is contemplated that the parties enter into a Control Agreement (which constitutes a "Custodial Arrangement" for the purpose of this opinion) which "is a means by which a party can perform their obligations"²¹ and it is anticipated under the IM Security Documents that the instruction of the Collateral Taker to transfer the Collateral is not necessarily required at all times to transfer the Collateral.²² Accordingly, if the Custodial Arrangements are structured so that the Custodian is authorized to transfer the Collateral to the Collateral Provider upon satisfaction of certain conditions (e.g. the occurrence of a Pledgor Rights Event or Chargor

¹⁸ As defined in Article 2, paragraph 5 of the JBA. The equivalent concepts in respect of the CRA and the CIRA are "reorganization claim" (*kousei saiken*) as defined in Article 2, paragraph 8 of the CRA and "rehabilitation claim" (*saisei saiken*) as defined in Article 84, paragraph 1 of the CIRA, respectively.

¹⁹ Article 100, paragraph 1 of the JBA. Similar restrictions in respect of the CRA and the CIRA are provided for in Article 47, paragraph 1 of the CRA and Article 85, paragraph of the CIRA.

²⁰ The same applies to a reorganization claim and rehabilitation claim.

²¹ Paragraph 13(n)(vi) of the IM NY Annex and Paragraph 13(n)(v) of the IM Deed.

²² Paragraph 13(n)(vi)(A)(4) of the IM NY Annex and Paragraph 13(n)(v)(A)(4) of the IM Deed.

Rights Event) without any further action of or instruction from the Collateral Taker (such requirement, the “**Custodial Arrangement Requirement**”), the Collateral Recovery Rights can be regarded as a right against the Custodian (and not a bankruptcy claim against the Collateral Taker) and the expected outcome of the return of Collateral can be achievable through the taking of action by the Custodian without the need for action by the Collateral Taker or its bankruptcy trustee.

In addition, if there has been a discharge in full of the Obligations (which, for the avoidance of doubt, may include the discharge of further obligations than are required for the occurrence of a Pledgor Rights Event or Chargor Rights Event) and the Collateral Taker’s rights to the Collateral are obtained pursuant to a Japanese law security interest granted under the IM Security Documents, the Japanese law security interest would automatically extinguish as a result of the full discharge of the relevant secured obligations and the Collateral Taker would be obligated to return the Collateral to the Collateral Provider by operation of law. In this case, such obligation of the Collateral Taker to transfer Collateral to the Collateral Provider would not be construed as a claim of the Collateral Provider against the Collateral Taker but rather an exercise of ownership rights in the Collateral by the Collateral Provider.

A similar analysis could apply to the Collateral Taker’s rights to the Collateral under a foreign law security interest granted under the IM Security Documents if such foreign law security interest is construed as being substantially equivalent in effect to a Japanese law security interest, as to which we believe a Japanese court would include the following factors in its determination of equivalence: (a) the Collateral Taker is entitled to enforce its security interest (by disposing of and/or appropriating the ownership interest in the Collateral) only if the relevant secured obligation of the Collateral Provider (i) becomes due and payable and (ii) is not discharged on or prior to the due date; (b) the Collateral Taker is not permitted to use the Collateral prior to the enforcement of the security interest; and (c) the ownership interest in the Collateral remains with the Collateral Provider unless and until the Collateral Taker enforces its security interest).

Therefore, as long as the Custodial Arrangement Requirement is properly set out in the relevant Custodial Arrangement, we believe that the Collateral Recovery Rights would not be regarded as a bankruptcy claim with respect to the Collateral Taker. Further arguments may also assist if the Obligations have been discharged in full and the Collateral Taker’s rights to the Collateral are obtained pursuant to a Japanese law security interest or equivalent foreign law security interest.

(ii) No involvement of the Collateral Taker and its bankruptcy trustee’s action

In principle, a bankrupt party is prohibited from transferring certain assets out of the assets constituting its bankruptcy estate (*hasan zaidan*) because the right to administer and dispose of assets belonging to the bankruptcy estate is vested exclusively in a bankruptcy trustee upon the commencement of the Insolvency Proceedings. At the same time, the bankruptcy trustee is not authorised to freely dispose of assets and it is also necessary to consider whether the return of Collateral under the Custodial Arrangement may conflict with the laws (the “**Collateral Return Restriction**”) requiring the bankruptcy trustee of the bankrupt party to obtain court approval before transferring certain assets out of the assets

constituting the bankruptcy estate (*hasan zaidan*) of the bankrupt party that are controlled by the bankruptcy trustee to a creditor of the bankrupt party.²³

We believe that the return of Collateral upon an exercise of the Collateral Recovery Rights under the Custodial Arrangements would not conflict with the Collateral Return Restriction assuming that the Custodial Arrangements Requirement is properly set out in the relevant Custodial Arrangements.

Under a Custodial Arrangement which properly sets out the Custodial Arrangement Requirement, as no action is required to be taken by a bankrupt party and/or bankruptcy trustee with respect to the transfer of Collateral, the bankrupt party and/or bankruptcy trustee would not be making such transfer and therefore the bankruptcy trustee would not be required to obtain court approval under the Collateral Return Restriction.

In addition, if no title to the Collateral is conveyed to the Collateral Taker upon the creation of the security interest pursuant to the IM Security Documents under the relevant governing law(s), under the Insolvency Proceedings with respect to the Collateral Taker, the assets constituting the Collateral Taker's bankruptcy estate (*hasan zaidan*) with respect to the Collateral would be regarded as merely a security interest. Assuming that all of the Obligations are discharged (which, for the avoidance of doubt, may include the discharge of further obligations than are required for the occurrence of a Pledgor Rights Event or Chargor Rights Event), the Collateral Taker would no longer have any interest in the Collateral in question, and therefore the Collateral and/or the security interest which had been created over the same should not be regarded as part of the bankruptcy estate (*hasan zaidan*) of the Collateral Taker which is under the control of the bankruptcy trustee. Even if not all of the Obligations were discharged, as the Collateral Provider and the Collateral Taker agree in the IM Security Documents²⁴ that the security interest created under the IM Security Documents is released without any further action of the Collateral Taker in case of a Transfer of Collateral to the Pledgor or Chargor following the occurrence of a Pledgor Rights Event or Chargor Rights Event, the Collateral Provider would be able to retain the Collateral (see paragraph 5.3 below). Assuming that such Custodial Arrangement had been made while the Collateral Taker was solvent, such arrangement would also be recognized under the Insolvency Proceedings of the Collateral Taker and have a binding effect to the bankruptcy trustee of the Collateral Taker.

Therefore, as long as the Custodial Arrangement Requirement is properly set out in the relevant Custodial Arrangements, we believe that the return of the Collateral upon an exercise of the Collateral Recovery Rights would not result in the bankruptcy trustee being required to obtain a court approval.

(iii) Conclusion

As long as the Custodial Arrangement Requirement is properly set out in the relevant Custodial Arrangement, we believe that the Collateral Provider is entitled to exercise its contractual rights under the IM Security Documents and the

²³ Article 78, paragraph 2, item 13 of the JBA. Article 72, paragraph 2, item 8 of the CRA and Article 41, paragraph 1, item 8 of the CIRA are provisions to the substantially same effect, except that no exemption is provided for in the CRA or CIRA.

²⁴ Paragraph 2 of the IM NY Annex or Paragraph 2(d) of the IM Deed

Custodial Arrangement to recover the Collateral held by the Custodian in the Custodial Account.

5.2 *Assuming that the response to question in paragraph 5.1 above is yes, are there any requirements that the custodial arrangements described in paragraph 4.13 must satisfy in order to permit the Collateral Provider to exercise such rights?*

As discussed in paragraph 5.1 above, the Custodial Arrangements must satisfy the Custodial Arrangement Requirement.

5.3 *In order for the Collateral Provider to exercise its rights under the IM Security Documents and the custodial arrangements described in paragraph 4.13 to recover the Collateral, is there a requirement that the Collateral Provider has no outstanding obligations to the Collateral Taker?*

No. As long as the Custodial Arrangement Requirement is properly set out in the relevant Custodial Arrangements, as discussed in paragraph 5.1 above, the Japanese courts should not restrict the Custodian's actions in effecting a return of Collateral, regardless of whether the Collateral Provider has outstanding obligations owing to the Collateral Taker or not. We note that pursuant to Paragraph 2 of the IM NY Annex and Paragraph 2(d) of the IM Deed, the Collateral Provider and the Collateral Taker agree to the release of the security interest created under the IM Security Documents without any further action of the Collateral Taker upon Transfer to the Pledgor or Chargor. Therefore, assuming that the Custodial Arrangement Requirement is properly set out in the Custodial Arrangements, the Custodian's actions in effecting a return of Collateral by Transfer to the Pledgor or Chargor should cause the security interest created under the IM Security Documents to be released in accordance with its terms. Such release of the relevant security (notwithstanding that the relevant secured obligations have not been discharged in full) would prevent a Collateral Taker from claiming for the return of all or part of the Collateral due to the security interest remaining on foot. So long as the IM Security Documents were entered into while the Collateral Taker was solvent, such arrangement would also be recognized under the Insolvency Proceedings of the Collateral Taker and have a binding effect on the bankruptcy trustee of the Collateral Taker.

5.4 *Would the Collateral Provider's ability to exercise its contractual rights be subject to any stay or freeze or otherwise be affected by commencement of the insolvency of the Collateral Taker?*

No. As discussed in paragraph 5.1 above, if the Custodial Arrangements satisfy the Custodial Arrangement Requirement, the restrictions under the Insolvency Proceedings would not be relevant to the Collateral Recovery Rights and therefore the Collateral Provider's ability to exercise its Collateral Recovery Rights would not be affected by commencement of the insolvency of the Collateral Taker.

5.5 *Please explain how ~~our~~ your responses to questions 5.1 through 5.4 above would change if instead of entering into an IM Security Document and custodial arrangements described in paragraph 4.13, the parties enter into custodial and security arrangements described in paragraph 4.14? Please explain how your responses to questions 5.1 through 5.4 above would change if instead of entering into an IM Security Document and custodial arrangements described in paragraph 4.13, the parties enter into the arrangements described in paragraph 4.14, as amended by the Euroclear Japanese Amendments or the Clearstream Japanese Amendments, as applicable.*

Our analysis and conclusion in ~~paragraph 5.6~~ paragraphs 5.1 through 5.4 and, in respect of the cases where the parties incorporate the Euroclear Japanese Amendments or the Clearstream Japanese Amendments, paragraph would equally apply where the parties enter into custodial and security arrangements described in paragraph 4.14 (as may be amended by the Euroclear Japanese Amendments or the Clearstream Japanese Amendments, as applicable).

5.6 Please explain how your responses to questions 5.1 through 5.4 would change if instead of entering into an IM NY Annex or IM Deed and custodial arrangements described in paragraph 4.13, and disregarding paragraph 4.7, the parties enter into an IM NY Annex or IM Deed, as amended and supplemented by the provisions set out in the Recommended IM NY Annex Amendments, and custodial arrangements expected under the provisions set out in the Recommended IM NY Annex Amendments? Japanese Amendments or IM Deed Japanese Amendments (as applicable), and custodial arrangements described in the IM NY Annex Japanese Amendments or IM Deed Japanese Amendments.

When the parties incorporate the ~~Recommended~~ IM NY Annex Japanese Amendments into the IM NY Annex or the IM Deed Japanese Amendments into the IM Deed and assuming that the necessary changes that are contemplated under the ~~Recommended~~ IM NY Annex Japanese Amendments or IM Deed Japanese Amendments to be made to the Custodial Arrangements will be actually made to the Custodial Arrangements, the fundamental Collateral holding structure will be changed so that the Collateral will be credited into the Collateral Taker's account. However, we believe that the change resulting from the adoption of the ~~Recommended~~ IM NY Annex Japanese Amendments or IM Deed Japanese Amendments will not affect our analysis set out in 5.1 above.

5.6.1 Discussion regarding bankruptcy claim

Our analysis and conclusion in paragraph 5.1.2(i) would equally apply when the parties adopt the ~~Recommended~~ IM NY Annex Japanese Amendments or IM Deed Japanese Amendments and the contemplated change of the Custodial Arrangements.

5.6.2 Discussion regarding possession or control over the Collateral

In respect of the discussion in paragraph 5.1.2(ii), even if the Collateral is credited into the Collateral Taker's Account, the Collateral Taker only obtains a security interest in respect of such Collateral. In respect of Japanese Book-entry Securities in particular, what is provided by the Collateral Provider to the Collateral Taker under the ~~Recommended~~ IM NY Annex Japanese Amendments or IM Deed Japanese Amendments upon a credit of the Collateral which is Japanese Book-entry Securities to the pledge ledger of the Collateral Taker's account is a Japanese law statutory pledge (*shichiken*) over such Collateral. ~~Given According to~~ the nature of the Japanese law statutory pledge (*shichiken*), the title to the Collateral which is Japanese Book-entry Securities remains with the Collateral Provider unless and until the pledge is enforced by the Collateral Taker ~~which such~~. Such enforcement of pledge is only allowed when the relevant secured obligation of the Collateral Provider (i) becomes due and payable and (ii) is not paid in full. Therefore, given that the Collateral Provider's obligations secured by the Collateral are discharged in full at the time of the return of the Collateral, we believe that our analysis and conclusion in paragraph 5.1.2(ii) would equally apply to the case where the parties adopt the ~~Recommended~~ IM NY Annex Japanese Amendments or IM Deed Japanese Amendments and the contemplated change of the Custodial Arrangements.

5.6.3 Conclusion

Our response in paragraphs 5.2 to 5.4 would not change when the parties enter into an IM NY Annex or IM Deed, as amended ~~and supplemented~~ by the provisions set out in the ~~Recommended~~ IM NY Annex Japanese Amendments or IM Deed Japanese Amendments (as applicable), and make necessary changes to the custodial arrangements as contemplated under the provisions set out in the ~~Recommended~~ IM NY Annex Japanese Amendments or IM Deed Japanese Amendments.

Rights of the Collateral Provider under the IM JP Annex

5.7 *Would the Collateral Provider be entitled to exercise its contractual rights under the IM JP Annex as amended and supplemented by the provisions set out in the Trust Addendum and the trust arrangements described in paragraph 4.15 above to recover the Collateral held by the Trustee?*

As we discussed in paragraph 5.1.2(i), the exercise of rights (contractual or non-contractual) against a debtor or the actions that a debtor could take to meet its obligations could be restricted if any of the Insolvency Proceedings is commenced against the debtor. In this respect, Clause 4 of the Trust Addendum provides that the Collateral Taker's obligation to transfer all Collateral to the Collateral Provider²⁵ will be satisfied and discharged upon the delivery of the first beneficial interest exercise notice by the Collateral Provider to the Trustee in accordance with the provisions of the Trust Agreement. As a result of such delivery of the first beneficial interest notice, the Collateral Provider will have a right against the Trustee to recover the Collateral held by the Trustee pursuant to the provisions of the Trust Agreement. The exercise of such right by the Collateral Provider is an exercise of its right against the Trustee (not against the Collateral Taker, the bankrupt party and/or bankruptcy trustee), and, in response to the exercise of such Collateral Provider's right, the Trustee is required to perform its obligation to transfer the Collateral to the Collateral Provider pursuant to the Trust Agreement. This process, starting from the delivery of the first beneficial interest notice, does not involve any action by the Collateral Taker in respect of its obligations under the IM JP Annex, and therefore it will not be restricted by the Insolvency Proceedings with respect to the Collateral Taker including the right of avoidance (*hinin ken*)²⁶ by the bankruptcy trustee.

Thus, the Collateral Provider would be entitled to exercise its contractual rights under the IM JP Annex as amended and supplemented by the provisions set out in the Trust Addendum and the Trust Arrangements to recover the Collateral held by the Trustee.

5.8 *Assuming that the response to question in paragraph 5.7 above is yes, are there any requirements that the trust arrangements described in paragraph 4.15 must satisfy in order to permit the Collateral Provider to exercise such rights?*

No. As discussed in paragraph 5.7 above, there is no specific requirement that the Trust Arrangements must satisfy in order to permit the Collateral Provider to recover the Collateral held by the Trustee.

5.9 *In order for the Collateral Provider to exercise its rights under the IM JP Annex and the trust arrangements described in paragraph 4.15 to recover the Collateral, is there a requirement that the Collateral Provider has no outstanding obligations to the Collateral Taker?*

²⁵ Paragraph 8(b)(iii) of the IM JP Annex.

²⁶ Article 162 of the JBA, Article 86-3 of the CRA and Article 127-3 of the CIRA.

No. As discussed in paragraph 5.7 above, the Collateral Provider's right to recover the Collateral is a contractual right established pursuant to the Trust Agreement. Thus, it is not a requirement that the Collateral Provider has no outstanding obligations to the Collateral Taker in order for the Collateral Provider to exercise its rights under the IM JP Annex and the Trust Arrangements to recover the Collateral.

5.10 *Would the Collateral Provider's ability to exercise its contractual rights be subject to any to any stay or freeze or otherwise be affected by commencement of the insolvency of the Collateral Taker?*

No. As discussed in paragraph 5.7 above, the Collateral Provider's right to recover the Collateral is a contractual right against the Trustee, which is not related to the Insolvency Proceedings with respect to the Collateral Taker. Thus, it would not be subject to any stay or freeze or otherwise affected by the commencement of the Insolvency Proceedings with respect to the Collateral Taker.

Miscellaneous

5.11 *Are there any other local law considerations that you would recommend the Collateral Provider to consider in connection with recovering the Collateral?*

There are no other local law considerations that we would recommend the Collateral Provider to consider in connection with recovering the Collateral.

5.12 *Are there any other circumstances you can foresee in Japan that might affect the Collateral Provider's ability to enforce its contractual rights to recover the Collateral?*

There are no other circumstances we can foresee in Japan that might affect the Collateral Provider's ability to enforce its contractual rights to recover the Collateral.

6 Reliance

6.1 This opinion is given solely for the benefit of ISDA and its members, and solely in connection with the ~~IM Security~~ Reviewed Documents ~~and the IM JP Annex~~. It is not to be transmitted to anyone else nor is it to be relied upon by anyone else or for any other purpose or quoted or referred to in any public document or filed with anyone without our written consent.

Notwithstanding the foregoing, a copy of this opinion may be provided to professional advisers, auditors, regulators and supervisory authorities of ISDA or its members for information purposes only, but only on the basis that it will not be relied upon by such party and no such party can provide a copy of this opinion to any other party.

6.2 We assume no obligation to advise either you or any other party of changes of law or facts that might occur after the date of this opinion, even though the change could affect the legal analysis or conclusion given in this opinion.

Yours sincerely

Gaikokuho Kyodo-Jigyo Horitsu Jimusho Linklaters

