**PROMISSORY NOTE**

**●金消契約日○％Ｂ　％ｄ，　％Ｙ●**

FOR VALUE RECEIVED, **●顧客名ローマ字●●法人ローマ字●** (the “Borrower”) promises to pay to the order of **IBNet Co., Ltd.** (the “Lender”, which term shall include any holder thereof) the principal sum of **●貸付元本額（￥）●** in Japanese Yen or its equivalent in United States Dollars based upon the Bank of Japan Central Rate exchange rate in effect at the time of conversion, with interest as set forth herein (the “Loan”). This Note is issued in connection with a Loan Agreement by and between Borrower and Lender, dated on or before the date hereof (as amended, modified or renewed from time to time, the “Loan Agreement”) and the other agreements and documents executed or delivered in connection therewith or referred to therein, the terms of which are incorporated herein by reference (as amended, modified or renewed from time to time, collectively, the “Loan Documents”).

# 1. Interest Rate.

The interest is computed on a monthly basis (i.e., 1/12 of a year), however, if the interest period is less than a month, it will be computed on the basis of a 365-day year for the actual number of days elapsed. The interest rate initially applicable on this Note is **●約定利率○．２％●** per annum and subject to change from time to time during the Loan term based on changes in the Base Interest Rate (as hereinafter defined) plus **●上乗せ金利○．３％●**. The term “Base Interest Rate” means the most frequently adopted short term prime rate among the Japanese city banks to be announced by Bank of Japan. From the date of receipt of the money loaned by Lender to Borrower (the “Closing Date”) and continuing until the day before the first adjustment day of Annual Interest Rate as described below, the interest rate shall be **●約定利率○．２％●** per annum. Thereafter, the Base Interest Rate shall be adjusted by Lender, if changes in the Base Interest Rate occur, on every October 1 and April 1 after the Closing Date, subject to any maximum or minimum interest rate limitation specified by applicable law. Annual Interest rate shall be adjusted in every January and July on the next day of relevant interest payment day based on the Base Interest Rate as of last October 1(for the adjustment in January) and April 1(for the adjustment in July) after the Closing Date respectively. NOTICE: Whenever increases occur in the interest rate, Lender will increase Borrower’s payments to cover accruing interest.

# 2. Interest Calculation Method.

Interest on this Note is computed by applying the ratio of the interest rate over a year of 12 months (if it is less than a month, it will be computed on the basis of a 365-day year for the actual number of days elapsed for that less than a month period), multiplied by the outstanding principal balance. All interest payable under this Note is computed using this method.

# 3. Payment.

Subject to any payment changes resulting from changes in the Base Interest Rate, this Note shall be payable as follows:

Installments of interest-only payments with interest calculated on the unpaid principal balance using a variable interest rate based on the Base Interest Rate plus a margin of **●上乗せ金利○．３％●** and a year of 365 days with such monthly interest payments adjusting with the change in interest rate, except for the initial interest payment of **●約定利率○．２％●** per annum set forth in Section 1 above. Such payments shall be payable to Lender by wire transfer to Lender’s designated bank account on the first (1st) banking day of each month, commencing on **●初回弁済日○％Ｂ　％ｄ，　％Ｙ●**, and continuing monthly thereafter. Partial payments of the Principal Amount and the residual remaining, unpaid Principal Amount and all accrued but unpaid interest are due and payable based upon terms separately agreed upon by the parties. Payments will be applied first to accrued interest and the remainder, if any, to reduction of the Principal Amount.

# 4. Events of Default.

In the event that any payment of any principal of, interest on, or other amount due under this Note is not be paid when due, whether by reason of maturity, acceleration or otherwise, or an event of default occurs under the Loan Agreement, and this Note is placed in the hands of an attorney or attorneys for collection, or if this Note is placed in the hands of an attorney for representation of the Lender in connection with bankruptcy or insolvency proceedings relating to or affecting this Note, the Borrower hereby promises to pay to the order of the Lender, in addition to all other amounts otherwise due on, under or in respect of this Note, all costs and expenses of such collection, foreclosure, and representation, including, without limitation, reasonable attorneys' fees and expenses (whether or not litigation shall be commenced in aid thereof). The Borrower also agrees to pay or reimburse the Lender upon demand for all out‑of‑pocket costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Lender in connection with the preparation of any waiver or consent under this Note or any amendment, modification, extension, renewal and/or restatement of any of this Note or any event of default under the Loan Agreement and/or the Mortgage.

# 5. Remedies.

In the event of any default on this Note, the Loan Agreement or the Mortgage securing this Note, then at the option of the Lender, the entire amount of principal and interest remaining unpaid together with any additional amounts payable hereunder and under any other Loan Document shall be immediately due and payable without notice or demand of any kind. Additionally, Lender may exercise from time to time any of the rights and remedies available under the Loan Documents or under applicable law. Each of the foregoing remedies is distinct and cumulative to all other rights or remedies under this Note or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

# 6. Default Rate.

In the event of default (including non-timely payment) hereunder, this Note shall bear interest at a default rate equal to the lesser of twenty percent (20%) per annum or the highest amount permitted by applicable law.

# 7. Miscellaneous.

*(i) Security.* This Note is secured by that certain Mortgage of even date herewith executed by the Borrower in favor of the Lender, as the same may from time to time be amended, modified, extended, renewed or restated (the "Mortgage”).

*(ii) Waiver of Notice.* The Borrower and every endorser now or hereafter appearing on this Note waive presentment, demand, protest, notice of protest, or other notice of dishonor. The Borrower agrees to pay all costs of collection in connection with this Note when incurred by the holder hereof including reasonable attorneys’ fees and costs of suit and preparation therefor.

*(iii) Waiver*. No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

*(iv) Governing Law; Jurisdiction*. The Borrower agrees that the laws of the State of Ohio shall govern the rights and duties hereunder and the construction and effect hereof. However, if any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of the Borrower, and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written. Notwithstanding the foregoing, if any conflict arises between this Note and the Loan Agreement, the Loan Agreement shall prevail to the extent permissible and enforceable under the laws of the State of Ohio. Any action or proceeding seeking to collect on, or based on any right arising out of, this Note against the Borrower or relating to the Mortgage may be brought in any state or federal court in Franklin County, Ohio, and the Borrower hereby consents to the jurisdiction of any such court (and of the appropriate appellate court) in any such action or proceeding; provided that nothing contained in this Note will prevent Lender from bringing any action, enforcing any award or judgment or exercising any rights against Borrower individually, against any security or against any property of Borrower within any other county, state or other foreign or domestic jurisdiction. Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

*(v) Non-Consumer Loan.* It is intended by the Borrower that this Note is not to be construed as a consumer loan or residential loan transaction.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

BORROWER:

**●顧客名ローマ字●●法人ローマ字●**

**●役職＋代表者名ローマ字●**

This instrument prepared by:

Porter Wright Morris & Arthur LLP

41 S. High St.

Columbus, Ohio 43215