PROMISSORY NOTE

Date: **●金消契約日○％Ｂ　％ｄ，　％Ｙ●**

Borrower: **●顧客名ローマ字●●法人ローマ字●**

Borrower’s Mailing Address:

**●顧客住所ローマ字●●法人所在地ローマ字●**

Lender: IBNet Co., Ltd.; and any subsequent holder of all or any part interest in this promissory note (hereinafter “Note”) being hereinafter referred to collectively as “Holder”).

Place for Payment: **5-14-5, NISHI NAKAJIMA, YODOGAWA-KU, OSAKA-SHI, OSAKA 532-0011 JAPAN.**

Principal Amount: **●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.

Base Interest Rate:

“Base Interest Rate” means the most frequently adopted short term prime rate among the Japanese city banks to be announced by Bank of Japan. The Base Interest Rate initially applicable on this Note is **●基準金利マスタ○．３％●** as of the Date set forth above. The initial Base Interest Rate shall apply from the date of receipt of the money loaned by Lender to Borrower (the “Closing Date”) and continuing until adjusted as set forth herein, subject to any maximum or minimum interest rate limitation specified by applicable law. Lender shall review and confirm the Base Interest Rate on every April 1 and October 1 after the Closing Date.

Annual Interest Rate:

“Annual Interest Rate” means the lesser of (i) the Base Interest Rate plus **●上乗せ金利○．３％●** or (ii) the maximum rate allowed by applicable law, calculated on a monthly basis, or for a partial month on the basis of actual days elapsed in a 365-day year. The Annual Interest Rate shall be adjusted every January and July, on the day following the interest payment due date for such month, to reflect the Base Interest Rate as of October 1 of the previous year (for the adjustment in January) and April 1 (for the adjustment in July).

Default Interest Rate:

“Default Interest Rate” means 20% or the maximum rate allowed by applicable law on Matured, Unpaid Amounts.

Maturity Date:

“Maturity Date” means **●最終弁済日○％Ｂ　％ｄ，　％Ｙ●** .

Terms of Payment (principal and interest):

Payment of Interest Only

Interest only, due at the variable Annual Interest Rate described above, due and payable monthly on the unpaid Principal Amount as it accrues on the 1st banking day of each month, beginning on **●初回弁済日○％Ｂ　％ｄ，　％Ｙ●** and continuing until the Principal Amount and accrued but unpaid interest have been paid in full.

Payments of Principal Amount

The entire principal sum and/or partial payments of the Principal Amount and the unpaid principal amount and all accrued, but unpaid interest, shall be paid based upon terms of a Loan Agreement dated **●金消契約日○％Ｂ　％ｄ，　％Ｙ●** by and between Borrower and Lender (and as amended, modified or renewed from time to time) (the “Loan Agreement”).

Prepayment: The entire amount of the Principal Amount plus interest then due as evidenced by this Note may be prepaid in whole or in part subject to the consent of Holder, based upon and in accordance with the terms of the Loan Agreement (and as amended, modified or renewed from time to time).

Security for Payment:

This Note is secured by a **Deed of Trust With Assignment of Rents (**the “Deed of Trust”**)** from Borrower securing the real property as further identified on the Exhibit A attached hereto, along with all improvements located thereon.

Other Security for Payment:

This Note is issued in connection with the Loan Agreement and other agreements or documents related thereto.

# Promise to Pay

Borrower promises to pay to the order of Holder the Principal Amount plus interest accruing on the outstanding balance thereof from time to time at the Annual Interest Rate. This Note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus interest and any applicable late charges, from the date the payment was due to the date of payment at the Default Interest Rate.

# Defaults and Remedies

A default exists under this Note if (1) Borrower defaults in the payment of any principal, interest or other monies due under this Note or in the performance of any obligation in any instrument securing or collateral to this Note; (2) Borrower fails to timely pay or perform any obligation or covenant in any written agreement between Holder and Borrower other than as described in (1) above, including, without limitation, the Loan Agreement and the Deed of Trust; (3) any representation in this Note or in any other written agreement between Holder and Borrower is materially false when made; (4) a receiver is appointed for Borrower or any property on which a lien or security interest is created as security (the “Collateral Security”) for any part of this Note; (5) any Collateral Security is assigned for the benefit of creditors; (6) a bankruptcy or insolvency proceeding is commenced by Borrower; (7) (a) a bankruptcy or insolvency proceeding is commenced against Borrower and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (8) if Borrower is a legal entity, Borrower is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Borrower; (9) Borrower fails at any time to maintain adequate insurance to protect the Collateral Security; or (10) the Collateral Security secured by the Loan Agreement and Deed of Trust is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

Upon the occurrence of a default under this Note, Holder may declare the unpaid principal balance, earned interest, and any other amounts owed on the Note immediately due and payable without any presentment, demand, protest or notice of any kind, and Holder may exercise all other rights and remedies available to it under the Deed of Trust or at applicable law or in equity. To the extent required under applicable law for the purpose of calculating Holder’s credit bid in any foreclosure proceeding requiring such bid to be in U.S. Dollars, all such amounts shall be converted from Japanese Yen to U.S. Dollars based upon the Bank of Japan Central Rate exchange rate in effect at the time of such occurrence. In no event shall the failure of Holder to exercise any or all of the above-referenced remedies upon the occurrence of any default hereunder be considered a waiver of Holder’s right to exercise any of Holder’s remedies upon the occurrence of any other default hereunder.

# Waivers

Borrower waives, to the extent permitted by applicable law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, and (7) no failure to declare the unpaid principal balance, earned interest, and any other amounts owed on the Note immediately due shall be construed as a novation of this Note or as a reinstatement of the indebtedness, or prevent the exercise of such right of acceleration or any other right granted by the laws of the United States or any State thereof. Borrower expressly agrees that, without in any way affecting the liability of Borrower hereunder and without giving any notice to Borrower thereof, Holder may, at its option, extend the Maturity Date or the time for payment of any payment due hereunder, accept additional security, release any party liable hereunder, release any security now or hereafter securing this Note, accept a renewal of this Note or join in any subordination agreement. No provision in this Note (including, without limitation, the provisions for the late charge or interest at the Default Interest Rate) shall be construed as in any way excusing Borrower from its obligation to make each payment under this Note promptly when due.

# Attorneys’ Fees

Borrower also promises to pay reasonable attorneys’ fees and court and other costs if an attorney is retained to collect or enforce any amounts owing under this Note or the Deed of Trust when due or if a default occurs. These expenses will bear interest from the date of advance at the Default Interest Rate. Borrower will pay Holder these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the Note and will be secured by any security for payment.

# Usury Savings

Interest on the debt evidenced by this Note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under applicable law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this Note and all other instruments concerning the debt.

# Successors and Assigns

Whenever reference is made herein to “Lender,” “Holder” or “"Borrower", such reference shall be deemed to refer to and include the legal representatives, successors and assigns thereof, the same as if in each case expressed, it being expressly agreed that the rights and obligations of all parties named herein or liable hereunder shall inure to the benefit of and be binding upon such parties and their respective heirs, executors, legal representatives, successors and assigns.

# Use of Funds

Borrower warrants and represents that no funds disbursed hereunder shall be used for personal, family or household purposes. The Loan proceeds are only for commercial non-consumer loans. The loan represented by this Note is for investment purposes only. Borrower covenants and agrees that it will not occupy any property which secured this Note as a dwelling place or residence.

# Other Clauses

Each Borrower is responsible for all obligations represented by this Note.

This Note represents purchase money obligations.

This Note is intended to constitute a contract under the laws of the State of California and shall be construed, interpreted an enforced in accordance with the laws of the State of California and all applicable federal laws and regulations. Borrower hereby consents to the jurisdiction of the courts of the State of California and the federal courts located in the State of California for resolution of any matters relating to this Note.

Time is strictly of the essence of this Note and the Deed of Trust.

When the context requires, singular nouns and pronouns include the plural.

BORROWER:

**●顧客名ローマ字●●法人ローマ字●**

**●役職＋代表者名ローマ字●**