

Determination Request

Issue Number: 2009121401
Reference Entity: Reference Entity under the Business Revitalization ADR Procedure
Transaction Type: Japan Corporate

Question:

Assumptions: For the purpose of the Question, the capitalised terms have the meaning as defined in the Definitions, the March 2009 Supplement and/or the July 2009 Supplement (as the case may be) including the Annexes thereto, unless otherwise defined herein.

(1) Party S, as a Seller, and Party B, as a Buyer, entered into a Credit Derivative Transaction (the Transaction) for which Party RE is specified as a Reference Entity. March 2009 Supplement or July 2009 Supplement applies to the Transaction.

(2) Party RE formally applied for commencement of the Business Revitalization ADR procedure (as defined below), and the application was formally accepted by the JATP (as defined below). "Business Revitalization ADR" means the Specified Certified Dispute Resolution Procedure (tokutei ninsho hunso kaiketsu tetsuduki) (Paragraph 26, Article 2 of the Act on Special Measures Concerning the Revitalization of Industrial Activities and the Innovation of Industrial Activities (sangyo katsuryoku no saisei oyobi sangyo katsudo no kakushin ni kansuru tokubetsu sochi ho). "JATP" means the Japanese Association of Turnaround Professionals (jigyo saisei jitsumuka kyokai), which is engaged in the business of Business Revitalization ADR.

(3) Party B is one of the participating creditors, and has a Loan Claim (as defined below). "Loan Claim" means a claim of Party B payable by Party RE which is governed by Japanese law and falls under the category of Loan and satisfies all of the requirements to qualify as a Deliverable Obligation at the moment immediately preceding the resolution of restructuring plan.

(4) Under the Business Revitalization ADR procedure with respect to Party RE, a restructuring plan is resolved unanimously by all the creditors participating in the procedure, and the restructuring plan took into effect in a way that binds all the participating creditors.

(5) Party B is one of such participating creditors.

(6) The restructuring plan includes, among others, a provision to postpone the originally scheduled date of the principal of Loan Claim, as a consequence of which the Loan Claim still qualifies as a Deliverable Obligation.

(7) The restructuring plan is disclosed in Party RE's press release and it will be sufficient as the Publicly Available Information.

(8) There is no separate or individual agreement between Party B and Party RE to confirm the postponement of the repayment date of the principal of the Loan Claim at the resolution of the restructuring plan.

(9) A separate document evidencing an agreement between Party B and Party RE will be prepared to confirm the amendment of the terms and conditions of the Loan Claims in accordance with the resolution of the restructuring plan after the restructuring plan is resolved. Upon the preparation of the document, the document will reflect agreements on other things such as treatment of collateral (e.g. what kind of collateral will be provided to which party), notice procedures or other incidental issues.

Question Under the circumstances above, is the Loan Claim a Deliverable Obligation, though it will be subject to an agreement which includes the incidental issues some of which are not expressly stated in the resolved restructuring plan?

Further Details: This question is based on Section 3.8(b) of the DC Rules