別紙添付①

不動産(土地・建物)売買契約書 Real Estate (Land and Building) Purchase and Sale Agreement

売主大洋リアルエステート株式会社(以下「甲」という)は、末記土地(以下(以下「本土地」という)及び建物(以下「本建物」という)を、買主 (以下「乙」という)に以下の条件で売渡し、乙は以下の

条件で甲より買取ることに合意した。

Taiyo Real Estate Co., Ltd. ("Seller") has agreed to sell the land and building described at the end hereof (respectively the "Land" and the "Building") to

("Buyer") and Buyer has agreed to acquire the same on the terms and conditions set out below.

第1条 甲は、乙に、本土地及び本建物を、現状有姿のままで下記条件に基づ き、本土地:日本円金141億3千万円、本建物:日本円金1万円、合計:日本円 金141億3千1万円(以下「本売買代金」という)で売却した。本建物の所有権 は、過去、甲の所有らしき不明確な判決が決定し本建物に価値はないが、当該判 決を参考にして、甲は本建物所有権を乙に譲渡した。もし本建物の所有権が甲に なく第三者に帰属していたことが判明した場合、乙は甲に一切責任追及や損害 賠償請求等を行わないものとし、乙の責任で解決する。但し、甲が Magma Properties, Inc. (以下「マグマ社」という。) に対して本建物を譲渡したため、甲 はマグマ社より買戻し本建物の所有権を譲り受けるものとする。甲は、本建物の 表題登記の為に必要な甲またはマグマ社からの書類(以下「表題登記必要書類」 といい、特約事項2に列挙する。)を用意するものとし、甲またはマグマ社によ る調印または署名が必要な書類には調印または署名するものとする。表題登記 必要書類は別紙の内容、様式とするものとし、法務局の要請がない限り、日付以 外は修正を加えないものとする。表題登記必要書類の原本は決済完了までは甲 が保管するものとし、決済完了と同時に乙に引渡すものとする。乙が甲より受領 した原本は、法務局に原本還付請求するものとし、乙が受領次第すみやかに甲に 返却するものとする。但し、この場合には、本建物に関連する一切すべての諸費 用は、将来の発生分も含めて、全額乙が負担する。尚、もし本建物を甲が所有者 として乙への引渡し書類に押印した時は、本建物は現状有姿のままで引渡され、 本建物に対する今迄のトラブル・所有権・本建物の瑕疵等は一切甲には永久に責 任はないことを双方合意する。

Article 1 Seller has sold to Buyer the Land and the Building "as-is" on the terms and conditions set out below at the price of 14,130,000,000 Japanese yen for the Land and 10,000 Japanese yen for the Building (Total: 14,130,010,000 Japanese yen;

hereinafter the "Sale Price"). With regard to ownership of the Building, in the past an unclear ruling was passed seemingly to the effect that Seller held ownership and the Building has no value, however by reference to the ruling Seller has transferred ownership of the Building to Buyer. Should it become apparent that ownership of the building was in fact held by a third party other than Seller, this shall be resolved at Buyer's responsibility without Buyer making any claims for responsibility or claims for compensation of damages whatsoever against Seller; provided, however, that, as Seller has transferred the Building to Magma Properties, Inc. ("Magma"), Seller shall repurchase and acquire ownership of the Building from Magma. Seller shall prepare documents from Seller or Magma for the purpose of making heading registration in the ownership registry for the Building (the "Documents Required For Heading Registration" listed in Special Provision 2), and shall execute or sign documents which require the execution or signature of Seller or Magma. The Documents Required For Heading Registration shall be the contents and forms of the attachments, and unless requested by the Legal Affairs Bureau, there shall be no amendments except for the date. Seller shall hold originals of the Documents Required For Heading Registration until settlement has been completed, and concurrently with completion of settlement, Seller shall deliver Documents Required For Heading Registration to Buyer. Buyer shall request return of originals from the Legal Affairs Bureau with regard to the originals received from Seller, and upon receipt, Buyer shall promptly return the same to Seller; provided, however, that in this case, all and any miscellaneous expenses in relation to the Building, including those arising in future, shall all be borne by Buyer. Further, the parties mutually agree that if and when the Building has been delivered to Buyer with Seller as owner and documents executed, the Building shall be delivered "as-is", and Seller shall not be responsible in any way thereafter for any prior trouble in relation to the building or defect, etc. with the Building or ownership.

第2条 本土地の瑕疵については、次のように定める。

- (A) 本契約書調印以前に、乙は、本土地の瑕疵について調査し、ジンフイホールディングズ株式会社に対する甲よりの担保設定登記以外問題が無いことを確認した。
- (B) 甲が本土地の前所有者より受領した土地の境界隣接地主の証明等並びに土壌環境調査書の内容について、乙は承認する。また、御堂筋共同ビル開発特定目的会社(以下「TMK」という)への定期借地権設定契約調印迄に、甲は TMK の特定資産管理処分受託者であった三菱地所株式会社(以下「三菱地所」という)に原本を渡しており、その後三菱より原本を返送されたが、カラーコピーの書面

が入っている可能性があることを乙は承諾し受理する。もし甲に書面がない時は、乙が乙の責任で三菱地所より取得する。

(C) 甲は、本土地を前所有者より実測図面で購入しており(実測面積 1,811.07 平米)、登記面積と実測面積に差異があっても、甲・乙共に異議はなく、互いに本売買代金の増減を請求できない。乙は、甲が前所有者より受領した実測 図面に基づく権利・義務を引き継ぐ。

Article 2 Defects in relation to the Land shall be handled as set out below.

- (A) Buyer has carried out inspections on defect of the Land on or prior to the execution of this Agreement, and has confirmed that there is no issue other than the registration of security interests by Seller for Jinhui Holdings Co. Ltd.
- (B) Buyer acknowledges the contents of certificates from owners of neighboring land, etc. and soil environmental reports received by Seller from the previous owner of the Land. Also, Seller delivered the originals to Mitsubishi Estate Co., Ltd. ("Mitsubishi Estate"), who was acting as trustee for administration and disposition of specified assets with respect to the TMK, by the execution date of the fixed-term land lease agreement for Midosuji Kyodo Biru Kaihatsu Tokutei Mokuteki Kaisha ("TMK") and thereafter the originals were sent back by Mitsubishi Estate, but Buyer approved and accepted the fact that they may have contained color copies of the documents. If the documents are not held by Seller, Buyer shall obtain the same from Mitsubishi Estate at Buyer's responsibility.
- (C) Seller has purchased survey drawings of the Land from the previous owner (with a surveyed area of 1,811.07 square meters), and if there is any discrepancy between the area listed in the registry and the surveyed area, neither Seller nor Buyer may raise any objection to the same and neither party may make any claim for any increase or decrease in the Sale Price. Buyer shall acquire rights and assume obligations based upon the survey drawings received by Seller from the previous owner.

第3条 不動産(土地・建物)売買契約書(以下、「本契約書」という)の調印と同時決済は、平成30年9月25日(以下「契約決済日」という)午前10時に 会議室で行う。

- 2. 甲と乙は、本土地と本建物の引き渡しに必要な以下の 1 号乃至 10 号の書類(以下、「引渡し書類一式」という)が不備なく揃っているかを予め確認の上、本契約書に調印と同時に乙は甲の口座に送金する。なお、甲が引渡し書類一式を乙に引き渡し甲に全額入金したにも関わらず、表題登記手続きが遅れたとしても、甲には一切責任がないものとする。
 - (1) 甲からマグマ社への建物買戻し代金の送金を示す、

書式の外国送金依頼書(お客様控)の写し

- (2) 表題登記必要書類
- (3) 甲の履歴事項全部証明書及び印鑑証明書(本契約締結日前1ヶ月以内に発行された最新のもの)
- (4) 本土地に関する実測図面及び本土地が隣接する全ての民有地及び官有地との間の境界関係書類一式
- (5) 本土地の担保抹消を証する書類
- (6) 甲代表者堀内正雄氏の本人確認書類(パスポート又は運転経歴証明書)の写し
- (7) 登記手続に関する司法書士への委任状 (本土地及び本建物)
- (8) 乙への売買に関する登記原因証明情報(本契約の抜粋) (本土地及び本建物)
- (9) 本土地に関する登記識別情報通知
- (10) 本土地に関する平成30年度の評価証明書

但し、建物に関する書類は、甲がマグマ社から受取った書類が全てである。正式登記に必要な書類等は、乙が乙の責任で鹿島建設または三菱地所より取得する。

3. 甲は、マグマ社に買戻し代金を送金する手続きをするが、但しその前に、乙は甲の指定銀行口座

に本売買代金を支払う手続きをする。甲がマグマ 社への送金手続きをするのは、甲の口座へ乙からの入金確認直後である。甲と乙 は、乙による本売買代金が甲の口座に入金された場合、すみやかにマグマ社に買 戻し代金を送金するよう の座に本売買代金が入金されたと同時に、乙に引渡し書類一式を交付する。(但 し、不可抗力により甲が引き渡せないまたは短時間遅れる書類があれば、乙はそれを承認する。)

4. 本売買代金が甲指定銀行口座に入金されたことを確認した後、甲と甲の指定する司法書士(以下「甲代理人」という)及び乙は大阪市梅田市税事務所に家屋変更届出書を提出し、受付印を押印済みの写しを乙に交付するものとする。その後、甲代理人と乙は大阪法務局において、本土地の担保権の登記の抹消登記及び所有権移転登記を申請する。

Article 3 Execution and concurrent settlement of the Real Estate (Land and Building) Purchase and Sale Agreement (this "Agreement") shall take place at 10 am on September 25, 2018 (the "Closing Date") at a conference room

2. Seller and Buyer shall execute this Agreement after confirming whether the entire set of following documents set forth Item (1) through (10) necessary to hand over

the Land and the Building (the "Handover Document Set") has been sufficiently procured, and concurrently therewith, Buyer shall make remittance to Seller's account. If the heading registration procedures are delayed even though Seller has delivered to Buyer the Handover Document Set and the remittance has been received in full by Seller, Seller shall not be held liable in any event.

- (1) a copy of form of overseas remittance request (a copy for customer) indicating the remittance of repurchase price for the Building from Seller to Magma;
- (2) the Documents Required For Heading Registration;
- (3) the certificate of full registry records and the certificate of a seal-impression of Seller (the latest one issued within one month before the execution date of this Agreement);
- (4) a surveyed drawing of the Land as well as a complete set of boundary documents between all private or public land adjacent to the Land;
- (5) documents evidencing the deletion of security interests on the Land;
- (6) a copy of identification document (passport or certificate of driver's records) of Mr. Masao Horiuchi, the representative of Seller;
- (7) a power of attorney to the judicial scrivener concerning the registration procedure (the Land and the Building);
- (8) Information Certifying the Cause of Registration in regards to the purchase and sale to Buyer (an excerpt of this Agreement) (the Land and the Building);
- (9) Notice of Information for Registration Identification with respect to the Land;
- (10) a valuation certificate of fiscal year 2018 with respect to the Land; and Provided, however, that building-related documents shall be limited to documents Seller shall have received from Magma. Buyer shall obtain documents, etc. necessary for formal registration from Kajima Corp. or Mitsubishi Estate at Buyer's responsibility.
- 3. Seller shall take procedures to remit the repurchase price to Magma; provided, however, that Buyer shall take procedures to pay the Sale Price to the bank account designated by Seller in advance. Seller will take procedures for the remittance to Magma immediately after confirming the receipt of payment from Buyer to Seller's account. Seller and Buyer shall promptly to remit the repurchase price to Magma if the Sale Price from Buyer has been received in Seller's account. Seller shall deliver the Handover Document Set to Buyer concurrently with

the receipt of the Sale Price in the bank account designated by Seller. (provided, however, that if there are documents which may not be delivered by Seller or delayed for a short time due to force majeure, Buyer shall accept it)

4. Seller, Seller's designated judicial scrivener ("Seller's Agent") and Buyer shall submit the notification of change of building to Umeda Municipal Tax Office of Osaka City after confirming that the Sale Price has been received at a bank account designated by Seller, and shall deliver to Buyer a copy thereof with a receipt stamp. After that, Seller' Agent and Buyer shall apply for the registration for deletion of security interests registration and the registration for ownership transfer with respect to the Land at Osaka Legal Affairs Bureau.

第4条 所有権移転登記等の費用負担は次の通りとする。

- (A) 契約書印紙代は甲・乙折半にて負担する。
- (B) 担保抹消費用は、甲が全額負担する。
- (C) 上記(A)(B)以外の費用(甲によるマグマ社からの本建物の買戻しについて、甲に課される不動産取得税を含む。)はすべて乙が負担する。

Article 4 The cost of registering the change of ownership, etc. shall be borne as follows:

- (A) contract stamp duty costs shall be split equally between Seller and Buyer;
- (B) costs for extinguishment of security shall be borne entirely by Seller;
- (C) costs other than those in (A) and (B) (including real estate acquisition tax imposed on Seller with respect to Seller's repurchase of the Building from Magma) shall be borne by Buyer.

第5条 三菱地所、鹿島建設とのトラブルについて

三菱地所・鹿島建設が破産等を使って甲の所有する本土地・本建物を安く買おうとして長期にわたり策を講じてきたが失敗した。この為、このようなことは、両社の名誉信用の為にもこれ以上できないと思われるが、上記のいずれかまたは関係者・代理人その他等が、またまた甲と乙との本土地・本建物取引を妨害する目的で、万一本土地・本建物と登記簿を傷つけるために不当な権利を付帯させた時は、本売買契約は双方とも何ら違約金・損害金・金利等の支払いは無く無条件で合意解約する。もし三菱地所・鹿島建設その他の者の妨害が原因で解約した時は、本契約書を甲は妨害者を被告とする損害賠償請求訴訟等で証拠書類として使用することに、乙は無条件で協力する(但し、金銭は除く)。

Article 5 Issues with Mitsubishi Estate or Kajima Corp.

Mitsubishi Estate and Kajima Corp. have used bankruptcy and various other

schemes over a long period to attempt to cheaply purchase the Land and the Building owned by Seller, but these attempts have failed. As a result, it is believed that they cannot continue without causing damage to their own companies' reputations, but if either of these companies, or related parties or agents thereof, or any other parties attempt to interfere with the trading of the Land and the Building between Seller and Buyer, and if they cause any excessive rights to become attached in order to cause damage to the Land or the Building and registry, this Purchase and Sale Agreement shall be cancelled by agreement unconditionally without either party requiring any payment of penalty, damages, or interest, etc. In the event of cancellation due to interference by Mitsubishi Estate, Kajima Corp. or other parties, Buyer shall cooperate unconditionally (excluding financially) with Seller using this Agreement as evidence in a damages claim, etc. against the interfering party.

第6条 契約違反

本契約書及び決済方法を双方が履行すれば契約違反が発生するとは考えられない。万一問題が発生すれば、双方の誠実な協議の上解決する。

Article 6 Breach of Contract

It is unthinkable that a breach of contract would arise if the parities hereto perform this Agreement and the settlement method. If any issue arises, the parties hereto shall resolve the same through negotiation in good faith.

第7条 重要事項説明書

甲は宅地建物取引免許を既に返上して不動産業を廃業しており、売主としての重要事項説明書を乙に提出できない為、乙の責任において合法的な方策を取ることとする。

Article 7 Statement of Important Matters

Seller has already returned its Building Lots and Buildings Transaction License and ceased real estate business, and cannot present Buyer with a seller's statement of important matters, and therefore, Buyer shall take legal measures required at Buyer's responsibility.

第8条 本書譲渡禁止

甲及び乙は、本契約書に基づく権利・義務を相手先の押印書面による 事前同意なくして他に譲渡できない。

Article 8 No Assignment of this Agreement

Neither Seller nor Buyer may assign their rights or obligations under this

Agreement without the prior written consent of the other party in writing with its seal attached thereto.

第9条 本不動産売買契約書を原因とする甲または乙による相手先に対する法 的処置の禁止

甲及び乙は自己の債権の満足の為に、理由の如何にかかわらず、互いの財産について強制執行または保全処分を行わず、かつ、かかる強制執行及び保全命令や破産手続きを申し立てる権利を予め放棄する。また、これらに類する倒産手続き開始(将来制定されるものを含む)について申立を行わないことを約する。

Article 9 No Legal Action by Seller or Buyer Against the Other Party in Relation to this Real Estate Purchase and Sale Agreement

Seller and Buyer shall not, for any reason, carry our compulsory execution or preservative disposition in relation to the other's assets for performance of its own claims, and further, Seller and Buyer hereby waive their right to make any petition for such compulsory execution, preservative order or bankruptcy proceedings. Both parties also confirm that they shall not commence any insolvency proceedings similar to the above (including those that may be enacted in future).

第10条 本書の変更

本書を変更することが必要になった時は、甲・乙協議の上合意した時は、双方の押印書面により本書の一部を変更することができる。

Article 10 Amendments to this Agreement

If it becomes necessary to amend this Agreement, and Seller and Buyer have discussed and agreed upon the same, then this Agreement may be amended in part by written agreement to which both parties have affixed their seals.

第11条 乙は取引が完了し本売買代金を乙より甲に支払完了まで、三菱地所・ 鹿島建設ら関係者には売買代金に関する交渉内容について一切詳細を通知して はならない。(但し、建物の調査は除く。)甲・乙間の本売買契約書は、乙が三 菱地所や鹿島建設らの指示・合意の下で作成されたものではなく乙独自の意思 で作成されたことを、乙は甲に保証する。甲・乙間の本売買契約書調印に至る前 に、

Article 11 Buyer must not notify Mitsubishi Estate, Kajima or related parties of

the purchase and sale price or any negotiation details until Buyer has completed the transaction and Buyer has paid Seller the Sale Price (excluding inspection of the building). Buyer guarantees to Seller that it has prepared this Purchase and Sale Agreement between Seller and Buyer at its own volition and not at the instruction or by agreement with Mitsubishi Estate or Kajima Corp.

prior to Seller and Buyer

executing this Purchase and Sale Agreement.

第12条 専属管轄

甲乙間で本不動産売買契約書について争いが生じた時は、大阪地方裁判所をもって専属管轄裁判所とすることに合意する。但し、本不動産売買契約書に関する理由またはその他の理由の如何にかかわらず、本土地及び本建物に関して、過去の問題も含めて乙は一切の訴訟権を完全に放棄する。本書第6条・第9条は除く。

Article 12 Exclusive Jurisdiction

The Osaka District Court shall have exclusive jurisdiction over any dispute that should arise between Seller and Buyer in relation to this Real Estate Purchase and Sale Agreement; provided, however, that Buyer shall fully waive its right to file a lawsuit with respect to the Land and the Building including issues in the past irrespective of grounds relating to this Agreement or other grounds. Article 6 and Article 9 shall be excluded.

第13条 口頭・書面にかかわらず、これまで甲・乙間で行われた協議の内容と、本不動産売買契約書に齟齬が生じた場合は、本不動産売買契約書を優先する。本契約の日本語版と英語版との間に齟齬がある場合、日本語版が優先するものとする。

Article 13 In the event of a conflict between any agreements between Seller and Buyer to-date, whether orally or in writing, and this Real Estate Purchase and Sale Agreement, the provisions of this Real Estate Purchase and Sale Agreement shall prevail. If there is any discrepancy between the Japanese version and English version of this Agreement, the Japanese version shall prevail.

特約事項1. 平成23年7月末日頃、三菱地所またはその関係者と甲が強く信ずる差出人不明者が、東京地方裁判所の封筒を利用して脅迫状を甲に送付し、御堂筋共同ビル開発特定目的会社の第1回債権者集会(同8月4日)の直前に甲代表者堀内の首をはねると脅迫した。もし本契約書決済完了日までに甲代表者堀内に危害が加えられ、堀内が重傷を患ったり急死した時は、理由の如何に関わらず本契約書は無効となり、本契約書は終結する。

Special Provision 1. Around the end of July 2011, an unknown sender who Seller strongly believes would be Mitsubishi Estate or a related party thereof sent Seller a threatening letter using an envelope of the Tokyo District Court warning that the Seller's Representative, Mr. Horiuchi's head would fly immediately before the first creditor's meeting of Midosuji Kyodo Biru Kaihatsu Tokutei Mokuteki Kaisha (on August 4, 2011). If before the date of completion of settlement under this Agreement Mr. Horiuchi, the Seller's Representative, comes to harm, is seriously injured or dies suddenly, this Agreement shall lose all effect and this Agreement shall terminate.

特約事項2. 表題登記必要書類は以下の通りである。

- 1. 甲からマグマ社への本建物の譲渡に係る別紙 1 の様式による建物譲渡証明書のコピー及び甲の印鑑証明書の原本
- 2. マグマ社から甲への本建物の譲渡に係る別紙 2 の様式による Affidavit の原本
- 3. 甲から乙への本建物の譲渡に係る別紙 3 の様式による建物譲渡証明書の原本
- 4. マグマ社から甲への本建物の譲渡に係る別紙 4 の様式による家屋変更届出の原本
- 5. 甲から乙への本建物の譲渡に係る別紙5の様式による家屋変更届出の原本
- 6. 甲からマグマ社への本建物の譲渡に係る家屋変更届出(大阪市梅田市税事務 所による受付済みのもの)の写し
- 7. 甲名義の平成 29 年度の本建物の評価証明書の原本
- 8. マグマ社名義の平成30年度の本建物の評価証明書の原本
- 9. 甲からマグマ社への本建物の譲渡に係る売買契約書の写し
- 10. マグマ社から甲への本建物の譲渡に係る売買契約書の写し

Special Provision 2. The Documents Required For Heading Registration are as follows:

1. a copy of the transfer certificate of the Building and the original copy of the Certificate of a Seal-impression of Seller in accordance with the form of Attachment

- 1 relating to the transfer of the Building from Seller to Magma;
- 2. an original copy of affidavit in accordance with the form of Attachment 2 relating to the transfer of the Building from Magma to Seller;
- 3. an original copy of the transfer certificate of the Building in accordance with the form of Attachment 3 relating to the transfer of the Building from Seller to Buyer;
- 4. an original copy of the notification of change of building in accordance with the form of Attachment 4 relating to the transfer of the Building from Magma to Seller;
- 5. an original copy of the notification of change of building in accordance with the form of Attachment 5 relating to the transfer of the Building from Seller to Buyer;
- 6. a copy of the notification of change of building relating to the transfer of the Building from Seller to Magma (already accepted by Umeda Municipal Tax Office, Osaka);
- 7. an original copy of the valuation certificate of the Building of fiscal year 2017 in the name of Seller;
- 8. an original copy of the valuation certificate of the Building of fiscal year 2018 in the name of Magma;
- 9. a copy of the Purchase and Sales Agreement of the transfer of the Building from Seller to Magma; and
- 10. a copy of the Purchase and Sales Agreement of the transfer of the Building from Magma to Seller.

以上、本契約を証する為、本不動産売買契約書2通を作成し、記名押印の上、甲乙が各々 1通を保有する。

IN WITNESS WHEREOF, this Agreement has been prepared in duplicate and upon duly affixing their names and seals hereto, Seller and Buyer shall retain one counterpart hereof.

本土地・本建物の詳細

Description of the Land and the Building

所在地 大阪市北区曽根崎新地一丁目6番4(地番)

土地面積 1,737.88 平米(登記面積)

同土地上の無登記建物 但し、建物が甲の所有でなくても、乙は、甲に損害賠償等一切請求できない。但し、甲がマグマ社に対して本建物を譲渡したため、平成30年9月25日までに、本売買代金を全額甲が乙から受領すれば、甲はマグマ社より本建物の所有権を買戻し、譲り受けるものとする。

建物名 御堂筋フロントタワー (地下1階付20階建)

Location: 6-4 Sonezaki Shinchi 1-chome, Kita-ku, Osaka (lot number)

Land Area: 1.737 88 sc

1,737.88 square meters (as recorded in the registry)

Unregistered building on the above land: However, even if the building is not owned by Seller, Buyer may not make any claim for damages, etc. whatsoever against Seller; provided, however, that because Seller transferred the building to Magma, by September 25, 2018, if Seller receives the Sale price in full from Buyer, Seller shall repurchase and acquire ownership of the Building.

Building Name: Midosuji Front Tower (20 floors with 1 basement floor)

平成30年9月25日 September 25, 2018

売主

大洋リアルエステート株式会社

大阪市中央区北浜三丁目1番22号

あいおい損保淀屋橋ビル

代表取締役社長 堀内 正雄

Seller:

Taiyo Real Estate Co., Ltd.

Kitahama 3-chome 1-22, Chuo-ku, Osaka Aioi Sompo Yodoyabashi Building Masao Horiuchi, Representative Director and President

買主



