

(An example of the text of an agreement)

**The Agreement for the Hakodate-Nayoro Route of the Trans-Hokkaido
Expressway, a National Expressway, etc.
(East Nippon Expressway Company Limited)**

The Japan Expressway Holding and Debt Repayment Agency (hereinafter to be referred to as “the Agency”), an independent administrative agency, and East Nippon Expressway Company Limited, (hereinafter to be referred to as “the Company”) hereby conclude this agreement (hereinafter to be referred to as the “Agreement”) in pursuance of the provisions of Article 6, Paragraph 1, of the Expressway Company Law (Law No. 99 of 2004, hereinafter to be referred to as the “Road Company Law”) and the provisions of Article 13, Paragraph 1, of the Japan Expressway Holding and Debt Agency Law (hereinafter to be referred to as the “Agency Law”).

(Purpose)

Article 1. The purpose of the Agreement is to determine, for the Hakodate-Nayoro Route of the Trans-Hokkaido Expressway, etc., matters necessary for the conduct of the Agency’s business mentioned in Article 12, Paragraph 1, of the Agency Law and the business mentioned in Article 5, Paragraph 1 or Paragraph 2, of the Road Company Law (hereinafter to be referred to collectively as the “Business, etc.”) and thereby ensure a proper and smooth implementation of the Business, etc.

(Cooperation)

Article 2. In the conduct of the Business, etc., the Agency and the Company shall closely cooperate with each other, ensuring a smooth repayment of debts, in order to guarantee that the construction, reconstruction, maintenance, repair, rehabilitation from damage by a natural disaster, and other management duties (hereinafter to be referred to as the “management duties of expressways”) are carried out properly and efficiently.

(Expressway routes covered by the Agreement)

Article 3. The name of the expressway route covered by the Agreement, in the case where two or more companies undertake the job of expressway management, the name of the route and the section where the Company undertakes the management, shall be as follows:

(1) The Hakodate-Nayoro Route of the Trans-Hokkaido Expressway, a national expressway

(The rest is omitted.)

(The substance of the work)

Article 4. The substance of the work relating to the construction of new expressways or the reconstruction of existing ones as part of the management of expressways carried out by the Company is as shown in Attached Sheet 1-1 to Attached Sheet 1-111.

2. The substance of work relating to repair of the management done by the Company (limited to work where the debt for the cost is accepted by the Agency from the Company) is as shown in Attached Sheet 2.
3. The Company shall submit a repair work plan to the Agency beforehand and obtain its consent when it wants to undertake the work subject to the subsidy mentioned in Article 13, Paragraph 1, of the repair mentioned in the immediately preceding paragraph. The same applies when the Company wants to change the plan.
4. The Company shall submit a repair work plan to the Agency beforehand and obtain its consent when it wants to undertake any work other than that mentioned in the immediately preceding paragraph of the work mentioned in Paragraph 2. The same applies when the Company wants to change the plan. In the event that it is difficult to submit a repair work plan beforehand, the Company shall submit a report of repair work to the Agency before the day the road asset that has increased in value as a result of the repair comes into the possession of the Agency.
5. The Company shall submit a post-disaster reconstruction plan to the Agency beforehand when it wants to undertake construction work relating to disaster recovery. The same applies when the Company wants to change the plan. In the event that it is difficult to submit a reconstruction plan beforehand, the Company shall submit a report of post-disaster reconstruction work to the Agency before the day the road asset that has increased in value as a result of the reconstruction comes into the possession of the Agency.

(Limit on the acceptance of debts relating to construction, reconstruction or repair)

Article 5. The limit on the debts that the Agency may accept from the Company in relation to the expenses necessary for the construction of new expressways or the reconstruction of existing ones shall be as determined in Attached Sheet 1-1 to Attached

Sheet 1-111.

2. The limit on the debts that the Agency may accept from the Company in relation to repair shall be as determined in Attached Sheet 3.

(Limit on the acceptance of debts relating to post-disaster reconstruction)

Article 6. The limit on the debts that the Agency may accept from the Company in relation to the expenses necessary for post-disaster reconstruction shall be as determined in Attached Sheet 4.

2. Notwithstanding the provision of the immediately preceding paragraph, in cases where the Company has carried out post-disaster reconstruction by obtaining an interest-free loan from the Agency mentioned in Article 12, Paragraph 1, Subparagraph 5, of the Agency Law, the limit on the debts shall be the amount equivalent to the sum calculated by adding the amount of interest-free loan to the limit mentioned in the immediately preceding paragraph.

(Substance of the road assets relating to a loan)

Article 7. The road assets that the Agency rents out to the Company shall be the land space, supporting walls or other structures of the expressway defined in Article 3.

(Rent for the road assets)

Article 8. The rent for the road assets that the Agency rents out to the Company shall be as determined in Attached Sheet 5.

2. The Company shall pay the rent mentioned in the immediately preceding paragraph on a monthly installment, and the due date shall be the 15th of the following month; provided, however, in cases where the due date falls on a bank holiday defined in Article 15, Paragraph 1, of the Banking Law (Law No. 59 of 1981), the due date shall be the preceding ordinary day.
3. The Company shall pay the rent by the due date defined in the immediately preceding paragraph in response to a bill issued by the Agency.
4. Except in cases mentioned in the following paragraph, in the event that the Company fails to pay either whole or part of the rent by the due date, the Company shall pay, as the interest on arrears, an amount calculated by multiplying the shortage by 5% per annum for the number of days from the day following the due date to the day

when the rent was paid.

5. When the Agency considers that the Company cannot pay either whole or part of the rent, due to an unavoidable reason such as a major disaster, by the due date defined in Paragraph 2, the Agency may give a period of grace.

In that event, the Company shall pay the interest on arrears to the Agency for the number of days from the day following the due date to the day when the rent was paid, and the rate of interest shall be determined through consultation between the Agency and the Company.

6. In the event that the Company fails to pay by the end of the period of grace defined in the immediately preceding paragraph either whole or part of the rent payable under the provision of Paragraph 3, the Company shall pay, as the interest on arrears, an amount calculated by multiplying the shortage by 5.0% per annum for the number of days from the day following the last day of the period of grace to the day when the rent was paid.

Article 9. In cases where any of the following subparagraphs is applicable to the toll income of each year (hereinafter to be referred to as the “earned income”), the rent shall be the amount as determined in the relevant subparagraph:

- (1) If the earned income exceeds the sum of the amount in Attached Sheet 6 (hereinafter to be referred to as the “target income”) and 1% of the target income (such sum hereinafter to be referred to as the “addition base amount”), i.e. the amount in Paragraph 1 of the immediately preceding Article plus the amount obtained by subtracting the addition base amount from the earned income;
 - (2) If the earned income is smaller than the amount obtained by subtracting 1% of the target income from the target income (hereinafter to be referred to as the “subtraction base amount”), the amount in Paragraph 1 of the immediately preceding Article minus the amount obtained by subtracting the earned income from the subtraction base amount.
2. In the case where Subparagraph 1 of the immediately preceding paragraph is applicable, the Company shall pay to the Agency the amount obtained by subtracting the additional base amount from the earned income in response to the bill issued by the Agency within two months of the time the Company submits the financial statements to the Minister of Land, Infrastructure and Transport pursuant to Article 14, Paragraph 3, of the Road Company Law.

3. In cases where Paragraph 1, Subparagraph 2, above is applicable, the Agency shall pay to the Company the amount obtained by subtracting the earned income from the subtraction base amount in response to the bill issued by the Company within two months from the time the Company submits the financial statements to the Minister of Land, Infrastructure and Transport pursuant to Article 14, Paragraph 3, of the Expressway Company Law.
4. The provisions of Paragraph 4 to Paragraph 6 of the immediately preceding article shall be applied *mutatis mutandis* in the case of Paragraph 2 and the immediately preceding paragraph.

(Road asset leasing period)

Article 10. The period of lease on the assets that the Agency leases out to the Company shall start on the day when each road asset becomes property of the Agency in turn and ends on August 15, 2050.

(The revenues of leases and the period of collection)

Article 11. When the Company opens the expressway defined in Article 3 for public use, the toll collected by the Company and the period of collection shall be as determined in Attached Sheet 7.

(Maintenance, repair and management)

Article 12. The Company shall maintain, repair and manage the expressways properly and efficiently so that they may always be kept in good condition and the general vehicular traffic may not be obstructed.

2. The Company shall report to the Agency every fiscal year how the expressways are maintained, repaired and managed, and the Agency may confirm the condition of the expressways on the spot whenever necessary.

(Subsidy)

Article 13. In cases where the Company, through its managerial endeavors, has cut the expenses necessary for the construction of new expressways or the reconstruction or repair of existing ones (in the case of repair, limited to those where the prior consent mentioned in Article 4, Paragraph 3, has been obtained), the Company may submit an

application to the Agency for the subsidy defined in Article 12, Paragraph 1, Subparagraph 7, of the Agency Law, as a business of the Agency.

2. When the Company requests the subsidy mentioned in the immediately preceding paragraph, it shall submit the application stating the items below, together with a document that shows that the construction of a new expressway or the reconstruction or repair of an existing one has been completed and the cutback on the expenses was due to its managerial endeavors:
 - (1) Details of the construction, reconstruction work or repair work;
 - (2) The limit of debts to be accepted by the Agency from the Company relating to the construction, the reconstruction or the repair work;
 - (3) The base amount subjected to subsidies relating to (2) above;
 - (4) The amount of debts to be accepted by the Agency from the Company relating to the construction, the reconstruction or the repair work.
3. The base amount in Subparagraph 3 of the immediately preceding paragraph is determined in Sheet 1-1 to Attached Sheet 1-111 in the case of new construction or reconstruction, and the amount determined in the repair work plan mentioned in Article 4, Paragraph 3, in the case of repair.
4. When the Agency recognizes that the application based on the provision of Paragraph 1 meets all the following conditions, it shall confer on the Company 50% of the amount obtained by subtracting the amount mentioned in Paragraph 2, Subparagraph 4, from the amount mentioned in Paragraph 2, Subparagraph 3 (limited, however, to the amount recognized as a result of managerial endeavors by the Company) as a subsidy based on the provision of Paragraph 1:
 - (1) The amount mentioned in Paragraph 2, Subparagraph 4, is smaller than the amount mentioned in Subparagraph 3 of the same paragraph.
 - (2) The cutback on the expenses for the construction, reconstruction or repair work mentioned in the application was due to managerial endeavors by the Company.
 - (3) All the facts mentioned in the application are proper and reasonable.

(Attribution of the road asset to the Agency)

Article 14. In cases where the road asset relating to expressways becomes property of the Agency under the provisions of Article 51, Paragraph 2 to Paragraph 4, of the Road Improvement Special Measures Law (Law No. 7 of 1956, hereinafter to be referred to

as the “Special Measures Law”), the Company shall submit the original register for the road asset, the ledger for the land, the design drawing and other related books and documents (hereinafter to be referred to as the “road asset original register etc.”) to the Agency beforehand.

2. The Agency may collate the entries in the road asset original register, etc., with the actual road in the presence of a Company person when it considers collation necessary.

(Acceptance of debts)

Article 15. In cases where the Agency accepts, under the provision of Article 15, Paragraph 1, of the Agency Law, the debts that the Company has assumed to pay expenses for the construction, reconstruction or repair of an expressway or the rehabilitation of an expressway damaged by a natural disaster, the Company shall submit to the Agency the list of debts relating to the acceptance, loan contract, register of corporate bonds, and other documentary evidence (hereinafter to be referred to as the “documentary evidence”) beforehand and collate them with the list of debts in the presence of a Agency person.

(Change in the Agreement)

Article 16. The Agency and the Company shall re-examine the Agreement generally every five years and may propose changes to each other when the Agency or the Company finds a change necessary. The same shall apply when there has been a major natural disaster or a substantial change in socioeconomic conditions and either party considers a change in the Agreement necessary.

2. The Agency and the Company may propose a change in the Agreement with each other when either party recognizes that the amount of the rent does not conform to the basis defined in Article 17 of the Agency Law, the toll does not conform to the basis in Article 23 of the Special Measures Law or there is a threat which seriously hampers a proper and smooth execution of business, etc.
3. The Agency and the Company shall respond to the proposal with sincerity when a change based on the provision of the immediately preceding paragraph has been proposed.
4. A change based on the provisions of Paragraph 1 and Paragraph 2 shall be made by

taking the execution of business, etc., into account so that the repayment of debts may be made smoothly and without fail, and the management of expressways may be carried out properly and smoothly.

(Consultation, etc.)

Article 17. When a problem or a doubt not mentioned in the Agreement has arisen, the Agency and the Company consult each other each time.

Supplementary provisions

The Agreement comes into effect on April 1, 2006.

In witness whereof, the Agreement is executed in two copies and each party shall write their name and affix their seal to them, and keep one copy for themselves.

March 31, 2006

Hirotsada Seyama

President,

The Japan Expressway Holding and Debt Repayment Agency

Jujiro Yagi, Chairman and Representative Director

East Nippon Expressway Company Limited

Attached Sheet 1: “Substance of the work relating to new construction or reconstruction and the limit on the acceptance of debts necessary for the work”

Attached Sheet 2: “Substance of the work relating to repairs”

Attached Sheet 3: “Limit on the acceptance of debts for the expenses necessary for the work relating to repair”

Attached Sheet 4: “Limit on the acceptance of debts relating to post-disaster reconstruction”

Attached Sheet 5: “Rent on road assets leased out”

Attached Sheet 6: “Amount of the target rental income”

Attached Sheet 7: “Amount of the toll and the period of collection”

Note: In addition to the above, there is an interest-free loan plan in agreements relating to the Metropolitan Expressway, Hanshin Expressway (the sector in the Hanshin area) and Hanshin Expressway (the sector in the Kyoto area).