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_ original documents or copy thereof.

2. Name and address of receiving party(ies)

1.	Name of Conveying party(ies):		
	PENTAX Corporation		



To the Honorable Director of Pate

	Name: HOYA Corporation
MAY 0.7 2008 W	Internal Address:
Additional name(s) of conveying party(ies) attached?YesX_No	
3. Nature of conveyance: Assignment	Street Address: 7-5, Nakaochiai 2-chome, Shinjuku-ku, Tokyo, Japan
Other	
Execution Date: March 31, 2008	City: State: ZIP:
	Additional names(s) and address(es) attached?Yes _X_No
Application number(s) or patent number(s):	
If this document is being filed together with a new application, the executi	on date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
11/421,223	
Additional numbers	attached: Yes _X_No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: _1
Name: Bruce H. Bernstein	7. Total Fee (37CFR 3.41) <u>\$40.00</u>
Internal Address: P29572	X Enclosed
	Authorized to be charged to deposit account
	8. Deposit account number:
Street Address: GREENBLUM & BERNSTEIN, P.L.C.	19-0089
1950 Roland Clarke Place	(Attach duplicate copy of this page if paying by deposit account)
City: Reston State: VA ZIP: 20191	

Date

Name of Person Signing

Reg. No. 44,550 Signature
Total number of pages including cover sheet, attachments and document: 80

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VERIFICATION OF TRANSLATION

I, Tatsuo Itami

of

HOYA Corporation

declare that I am well acquainted with both the Japanese and English languages, and that the attached English document is, to the best of my knowledge, an accurate translation of the Japanese document on which it is based.

Signature:

pokuropus Date: April 25, 2008 Tatsuo Itami

PATENT

REEL: 020942 FRAME: 0009

Certificate of All Registered Items

7-5, Nakaochiai 2-chome, Shinjuku-ku, Tokyo HOYA Corporation Corporate No. 0111-01-019599

Corporate Name	HOYA Corporation (ホーヤ株式会社)	
	HOYA Corporation (HOYA 株式会社)	
	, ((, , , , , ,	Corrected: 2002/11/1
Head Office	7-5, Nakaochiai 2-chome, Shinjuku-ku,	
11000 Office	Tokyo	
Method of Public	By publishing in Nihon Keizai Shimbun	
Notice	issued in Tokyo	
Date of Incorporation		
	August 23, 1944	
Purposes	Manufacture and sale of various glass and ceramics products Manufacture and sale of various chemical materials and products	
	3. Manufacture and sale of electronics r	elated materials, components and
	equipment	
	4. Manufacture and sale of electro-optic	s related materials, components
	and equipment	
	5. Manufacture and sale of optical glass	, optical equipment and related
	products	
	6. Manufacture and sale of measuring d	
	7. Manufacture and sale of eyeglass lens	
	equipment and related medical instru	······································
	8. Manufacture and sale of contact lense	
	9. Manufacture and wholesale and retail	
	10. Manufacture and sale of medical prod	
	medical materials and equipment for	
	11. Manufacture and sale of tableware, he	ousehold articles and related
	products	
	12. Manufacture and sale of artistic and c	raft products and decorative
	products for interior decoration	
	13. Development and sale of software	
	14. Provision of data communications ser	rvices and database services
	15. Provision of internet advertising serv	ices and acting as an internet
	service provider	
	16. Planning, developing and implementi	ng corporate websites
	17. General and specific workers dispatch	hing undertakings
	18. Fee-charging job placement agency b	
	19. Export and import of any of the foreg	
	20. Any business incidental or relating to	
		: 2004/6/18, Registered: 2004/6/22
	1. Manufacture and sale of various glass	
	2. Manufacture and sale of various chem	
	3. Manufacture and sale of electronics r	
	equipment	
	4. Manufacture and sale of electro-optic	s related materials, components
	and equipment	
	5. Manufacture and sale of optical glass	ontical equipment and related
	products	, op work admits were removed
	6. Manufacture and sale of measuring d	evices and their components
	7. Manufacture and sale of eyeglass lens	
	equipment and related medical instru	
	8. Manufacture and sale of contact lense	
	9. Manufacture and wholesale and retail	
	10. Manufacture and sale of medical production	iucis, quasi-medicai products,

Reference No. Ne397770

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^{*}Underlined parts show that they are deleted items.

	medical materials and equipment for		
	11. Manufacture and sale of tableware, h	ousehold articles and related	
	products	0 1 1 11 11	
	12. Manufacture and sale of artistic and	craft products and decorative	
]	products for interior decoration		
	13. Development and sale of software		
	14. Provision of data communications se		
	15. Provision of internet advertising serv	vices and acting as an internet	
	service provider		
	16. Planning, developing and implementing corporate websites		
	17. Export and import of any of the foregoing products18. Any business incidental or relating to any of the foregoing.		
		d: 2006/6/16, Registered: 2006/6/22	
Number of Shares constituting one unit	100 shares	Revised: 2000/9/1	
(Tangen) of shares		Registered: 2000/9/1	
Total Number of Shares	316,224,600 shares	Revised: 2004/6/1	
Authorized to be Issued		Registered: 2004/6/7	
	1,264,898,400 shares	Revised: 2005/11/15	
		Registered: 2005/11/22	
	1,250,519,400 shares	Revised: 2006/2/1	
		Registered: 2006/2/14	
Total Number of Issued	Total number of issued shares	Revised: 2004/6/1	
Shares and their Kinds	112,349,005 shares	Registered: 2004/6/7	
and Numbers	Total number of issued shares	Revised: 2005/11/15	
	449,396,020 shares	Registered: 2005/11/22	
	Total number of issued shares	Revised: 2006/2/1	
	435,017,020 shares	Revised. 2000/2/1	
	,	Registered: 2006/2/14	
Issuance of Certificates	The Company shall issue certificates for		
for Shares	shares.	Registered: 2006/5/1	
	,	According to the Provision of	
		No.87 law of 2005, Article 136	
Amount of Capital	¥ 6,264,201,967	1.000, 10.000, 11.000	
Name, Address and	UFJ Trust Bank Limited		
Office of Share Register	1-4-3 Marunouchi, Chiyoda-ku, Tokyo		
Administrator	UFJ Trust Bank Limited, Corporate Agency Division		
	1-4-3 Marunouchi, Chiyoda-ku, Tokyo		
	Revised: 2002/1/15, Registered: 2002/1/15		
	Mitsubishi UFJ Trust and Banking Corporation		
	1-4-5 Marunouchi, Chiyoda-ku, Tokyo, Head Office:		
	Revised: 2005/10/1, Registered: 2005/10/6		
Directors	Director Kenji Ema	Re-appointed: 2004/6/18	
		Registered: 2004/6/22	
	Director Kenji Ema	Re-appointed: 2005/6/17	
		Registered: 2005/6/20	
	Director Kenji Ema	Re-appointed: 2006/6/16	
	- -	Registered: 2006/6/22	
	Director Kenji Ema	Re-appointed: 2007/6/19	
		Registered: 2007/6/27	
	Director Hiroshi Suzuki	Re-appointed: 2004/6/18	
		Registered: 2004/6/22	
	Director Hiroshi Suzuki	Re-appointed: 2005/6/17	
	B-11101 AM VOIL DACUE	1 10-appointed: 2003/0/1/	

*Underlined parts show that they are deleted items.

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1	Registered: 2005/6/20
Director Hiroshi Suzuki	Re-appointed: 2006/6/16
Director Throsin Suzuki	Registered: 2006/6/22
Director Hiroshi Suzuki	Re-appointed: 2007/6/19
Director Tinosin Suzuki	Registered: 2007/6/27
Director Takeo Shiina	Re-appointed: 2004/6/18
(an Outside Director)	Registered: 2004/6/22
Director Takeo Shiina	Re-appointed: 2005/6/17
(an Outside Director)	Registered: 2005/6/20
Director Takeo Shiina	Re-appointed: 2006/6/16
(an Outside Director)	Registered: 2006/6/22
Director Takeo Shiina	Re-appointed: 2007/6/19
(an Outside Director)	Registered: 2007/6/27
Director Yuzaburo Mogi	Re-appointed: 2004/6/18
(an Outside Director)	Registered: 2004/6/22
Director Yuzaburo Mogi	Re-appointed: 2005/6/17
(an Outside Director)	Registered: 2005/6/20
Director Yuzaburo Mogi	Re-appointed: 2006/6/16
(an Outside Director)	Registered: 2006/6/22
Director Yuzaburo Mogi	Re-appointed: 2007/6/19
(an Outside Director)	Registered: 2007/6/27
Director Hiroaki Tanji	Re-appointed: 2004/6/18
Director Priloaki Tanji	Registered: 2004/6/22
Director Hiroaki Tanji	Re-appointed: 2005/6/17
Director Filloaki Tanji	Registered: 2005/6/20
Director Hiroaki Tanji	Re-appointed: 2006/6/16
Director Alloaki ranji	Registered: 2006/6/22
Director Hiroaki Tanji	Re-appointed: 2007/6/19
Director Alloaki failji	Registered: 2007/6/27
Director Naotaka Saeki	Re-appointed: 2004/6/18
(an Outside Director)	Registered: 2004/6/22
(an Outside Director)	Retired: 2005/6/17
	Registered: 2005/6/20
Director Yoshikazu Hanawa	Re-appointed: 2004/6/18
(an Outside Director)	Registered: 2004/6/22
Director Yoshikazu Hanawa	Re-appointed: 2005/6/17
(an Outside Director)	Registered: 2005/6/20
Director Yoshikazu Hanawa	Re-appointed: 2006/6/16
(an Outside Director)	Registered: 2006/6/22
Director Yoshikazu Hanawa	Re-appointed: 2007/6/19
(an Outside Director)	Registered: 2007/6/27
Director Eiko Kono	Re-appointed: 2004/6/18
(an Outside Director)	Registered: 2004/6/22
Director Eiko Kono	Re-appointed: 2005/6/17
(an Outside Director)	Registered: 2005/6/20
Director Eiko Kono	Re-appointed: 2006/6/16
(an Outside Director)	Registered: 2006/6/22
Director Eiko Kono	Re-appointed: 2007/6/19
(an Outside Director)	Registered: 2007/6/27
Director Yukiharu Kodama	Re-appointed: 2005/6/17
(an Outside Director)	Registered: 2005/6/20
Director Yukiharu Kodama	Re-appointed: 2006/6/16
Tricoroi Turniara Rocama	110-uppointed. 2000/0/10

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^{*}Underlined parts show that they are deleted items.

(an Outside Director)	Registered: 2006/6/22
Director Yukiharu Kodama	Re-appointed: 2007/6/19
(an Outside Director)	Registered: 2007/6/27
Director Takeo Shiina	Re-appointed: 2004/6/18
(a nomination committee)	Registered: 2004/6/22
Director Takeo Shiina	Re-appointed: 2005/6/17
(a nomination committee)	Registered: 2005/6/20
Director Takeo Shiina	Re-appointed: 2006/6/16
(a nomination committee)	Registered: 2006/6/22
Director Takeo Shiina	Re-appointed: 2007/6/19
(a nomination committee)	Registered: 2007/6/27
Director Naotaka Saeki	Re-appointed: 2004/6/18
(a nomination committee)	Registered: 2004/6/22
(a nonmation committee)	Retired: 2005/6/17
	Registered: 2005/6/20
Director Yuzaburo Mogi	Re-appointed: 2004/6/18
(a nomination committee)	Registered: 2004/6/22
Director Yuzaburo Mogi	Re-appointed: 2005/6/17
(a nomination committee)	Registered: 2005/6/20
Director Yuzaburo Mogi	Re-appointed: 2006/6/16
	Registered: 2006/6/22
(a nomination committee) Director Yuzaburo Mogi	Re-appointed: 2007/6/19
<u> </u>	Registered: 2007/6/27
(a nomination committee) Director Yoshikazu Hanawa	Re-appointed: 2004/6/18
	Registered: 2004/6/22
(a nomination committee) Director Yoshikazu Hanawa	Re-appointed: 2005/6/17
(a nomination committee)	Registered: 2005/6/20
Director Yoshikazu Hanawa	Re-appointed: 2006/6/16
	Registered: 2006/6/22
(a nomination committee) Director Yoshikazu Hanawa	Re-appointed: 2007/6/19
	Registered: 2007/6/27
(a nomination committee)	Re-appointed: 2004/6/18
Director Eiko Kono	}
(a nomination committee)	Registered: 2004/6/22
Director Eiko Kono	Re-appointed: 2005/6/17
(a nomination committee) Director Eiko Kono	Registered: 2005/6/20
	Re-appointed: 2006/6/16
(a nomination committee) Director Eiko Kono	Registered: 2006/6/22
ł .	Re-appointed: 2007/6/19
(a nomination committee)	Registered: 2007/6/27
Director Yukiharu Kodama	Re-appointed: 2005/6/17 Registered: 2005/6/20
(a nomination committee) Director Yukiharu Kodama	
	Re-appointed: 2006/6/16
(a nomination committee) Director Yukiharu Kodama	Registered: 2006/6/22
1	Re-appointed: 2007/6/19
(a nomination committee)	Registered: 2007/6/27
Director Takeo Shiina	Re-appointed: 2004/6/18
(an audit committee)	Registered: 2004/6/22
Director Takeo Shiina	Re-appointed: 2005/6/17
(an audit committee)	Registered: 2005/6/20
Director Takeo Shiina	Re-appointed: 2006/6/16
(an audit committee)	Registered: 2006/6/22
Director Takeo Shiina	Re-appointed: 2007/6/19

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^{*}Underlined parts show that they are deleted items.

(an audit committee)	Registered: 2007/6/27
Director Naotaka Saeki	Re-appointed: 2004/6/18
(an audit committee)	Registered: 2004/6/22
(all table committee)	Retired: 2005/6/17
	Registered: 2005/6/20
Director Yuzaburo Mogi	Re-appointed: 2004/6/18
(an audit committee)	Registered: 2004/6/22
Director Yuzaburo Mogi	Re-appointed: 2005/6/17
(an audit committee)	Registered: 2005/6/20
Director Yuzaburo Mogi	Re-appointed: 2006/6/16
(an audit committee)	Registered: 2006/6/22
Director Yuzaburo Mogi	Re-appointed: 2007/6/19
(an audit committee)	Registered: 2007/6/27
Director Yoshikazu Hanawa	Re-appointed: 2004/6/18
(an audit committee)	Registered: 2004/6/22
Director Yoshikazu Hanawa	Re-appointed: 2005/6/17
(an audit committee)	Registered: 2005/6/20
Director Yoshikazu Hanawa	Re-appointed: 2006/6/16
(an audit committee)	Registered: 2006/6/22
Director Yoshikazu Hanawa	Re-appointed: 2007/6/19
(an audit committee)	Registered: 2007/6/27
Director Eiko Kono	Re-appointed: 2004/6/18
(an audit committee)	Registered: 2004/6/22
Director Eiko Kono	Re-appointed: 2005/6/17
(an audit committee)	Registered: 2005/6/20
Director Eiko Kono	Re-appointed: 2006/6/16
(an audit committee)	Registered: 2006/6/22
Director Eiko Kono	Re-appointed: 2007/6/19
(an audit committee)	Registered: 2007/6/27
Director Yukiharu Kodama	Re-appointed: 2005/6/17
(an audit committee)	Registered: 2005/6/20
Director Yukiharu Kodama	Re-appointed: 2006/6/16
(an audit committee)	Registered: 2006/6/22
Director Yukiharu Kodama	Re-appointed: 2007/6/19
(an audit committee)	Registered: 2007/6/27
Director Takeo Shiina	Re-appointed: 2004/6/18
(a compensation committee)	Registered: 2004/6/22
Director Takeo Shiina	Re-appointed: 2005/6/17
(a compensation committee)	Registered: 2005/6/20
Director Takeo Shiina	Re-appointed: 2006/6/16
(a compensation committee)	Registered: 2006/6/22
Director Takeo Shiina	Re-appointed: 2007/6/19
(a compensation committee)	Registered: 2007/6/27
Director Naotaka Saeki	Re-appointed: 2004/6/18
(a compensation committee)	Registered: 2004/6/22
A A A A A A A A A A A A A A A A A A A	Retired: 2005/6/17
	Registered: 2005/6/20
Director Yuzaburo Mogi	Re-appointed: 2004/6/18
(a compensation committee)	Registered: 2004/6/22
Director Yuzaburo Mogi	Re-appointed: 2005/6/17
(a compensation committee)	Registered: 2005/6/20
Director Yuzaburo Mogi	Re-appointed: 2006/6/16
<u> </u>	***************************************

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^{*}Underlined parts show that they are deleted items.

Director Yuzaburo Mogi (a compensation committee) Director Yoshikazu Hanawa (a compensation committee) Director Eiko Kono (a compensation committee) Director Yukiharu Kodama (a compensation committee) Registered: 2005/6/20 Director Yukiharu Kodama (a compensation committee) Registered: 2005/6/20 Executive officer Hiroshi Suzuki Executive officer Hiroshi Suzuki Re-appointed: 2007/6/19 Executive officer Hiroshi Suzuki Re-appointed: 2007/6/19 Executive officer Kenji Ema Re-appointed: 2007/6/19 Executive officer Kenji Ema Re-appointed: 2007/6/19 Registered: 2007/6/19 Registere	(a compensation committee)	Registered: 2006/6/22
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Registered: 2006/6/22 Re-appointed: 2007/6/19 Registered: 2007/6/19 Registered: 2007/6/19 Registered: 2007/6/19 Registered: 2007/6/19 Registered: 2004/6/18 Registered: 2004/6/18 Registered: 2004/6/18 Registered: 2004/6/18 Registered: 2004/6/18 Registered: 2004/6/18 Registered: 2004/6/15 Registered: 2004/6/15 Registered: 2005/6/20 Director Eiko Kono Re-appointed: 2005/6/16 Registered: 2005/6/20 Re-appointed: 2006/6/16 Registered: 2007/6/17 Registered: 2006/6/16 Registered: 2007/6/19 Registered: 2007/6/19 Registered: 2007/6/19 Registered: 2007/6/19 Registered: 2005/6/17 Registered: 2005/6/17 Registered: 2005/6/17 Registered: 2005/6/17 Registered: 2005/6/16 Registered: 2005/6/16 Registered: 2007/6/19 Registered: 2005/6/17 Registered: 2005/6/17 Registered: 2005/6/17 Registered: 2007/6/19 R		
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(a compensation committee) Director Eiko Kono (a compensation committee) Director Yukiharu Kodama (a compensation committee) Reappointed: 2005/6/20 Director Yukiharu Kodama (a compensation committee) Reappointed: 2006/6/22 Director Yukiharu Kodama (a compensation committee) Reappointed: 2007/6/19 Reappointed: 2007/6/27 Executive officer Hiroshi Suzuki Reappointed: 2007/6/27 Executive officer Hiroshi Suzuki Reappointed: 2005/6/20 Executive officer Hiroshi Suzuki Reappointed: 2005/6/22 Executive officer Kenji Ema Reappointed: 2007/6/27 Executive officer Kenji Ema Reappointed: 2005/6/20 Executive officer Kenji Ema Reappointed: 2005/6/20 Executive officer Kenji Ema Reappointed: 2005/6/20 Executive officer Hiroski Tanji Registered: 2006/6/22 Executive officer Hiroski Tanji Registered: 2005/6/20 Executive officer Hiroski Tanji Reappointed: 2005/6/20 Executive officer Hiroski Tanji Reappointed: 2005/6/20 Executive officer Hiroski Tanji Representative Executive officer Representative Executive officer Reappointed: 2005/6/27 Reappointed: 2005/6/27 Reappointed: 2005/6/20 Reappointed: 2005/6/16 Registered: 2006/6/16 Registered: 2006/6/16 Registered: 2006/6/1		
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Director Eiko Kono (a compensation committee) Director Yukiharu Kodama (a compensation committee) Executive officer Hiroshi Suzuki Executive officer Kenji Ema Executive officer Hiroshi Tanji Executive officer H		
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Registered: 2006/6/22 Re-appointed: 2007/6/19	(a compensation committee)	Registered: 2005/6/20
Director Yukiharu Kodama (a compensation committee) Executive officer Hiroshi Suzuki Executive officer Kenji Ema Executive officer Hiroaki Tanji	Director Yukiharu Kodama	Re-appointed: 2006/6/16
(a compensation committee) Executive officer Hiroshi Suzuki Executive officer Kenji Ema Executive officer Hiroaki Tanji	(a compensation committee)	Registered: 2006/6/22
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Hiroshi Suzuki	Representative Executive officer	
6-21-3, Shakujii-cho, Nerimaku, Tokyo	Hiroshi Suzuki	- F F
	6-21-3, Shakujii-cho, Nerimaku, Tokyo	

^{*}Underlined parts show that they are deleted items.

	7	Registered: 2004/6/22	
	Representative Executive officer	Re-appointed: 2005/6/17	
	Hiroshi Suzuki		
	6-21-3, Shakujii-cho, Nerimaku, Tokyo		
		Registered: 2005/6/20	
	Representative Executive officer Hiroshi Suzuki	Re-appointed: 2006/6/16	
	6-21-3, Shakujii-cho, Nerimaku, Tokyo		
		Registered: 2006/6/22	
	Representative Executive officer Hiroshi Suzuki 6-21-3, Shakujii-cho, Nerimaku, Tokyo	Re-appointed: 2007/6/19	
	0-21-3, Shakujii-cho, Nehihaku, Tokyo	Registered: 2007/6/27	
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	Auditor KPMG AZSA&Co	Re-appointed: 2006/6/16	
	Awaitan	Registered: 2006/6/22	
	Auditor KPMG AZSA&Co	Re-appointed: 2007/6/19	
		Registered: 2007/6/27	
Provision regarding	The Company may, by resolution of the B		
exemption of Directors	Director (including any ex-Director) from		
and Statutory Auditors	266, Paragraph 1, Item 5 of the Commerc		
from liability to the	Statutory Auditor (including any ex-Statu		
company	provided for in Article 277 of the Comme		
	The Company may, by resolution of the B	2002/6/21, Registered: 2002/6/24	
	Director (including any ex-Director) from liabilities provided for in Article		
	21, Paragraph 17, Item 1, special treatment in Commercial code regarding corporation auditing and others, and exempt any executive officer		
3	(including any ex-executive officer) from liabilities provided for in the same Article.		
	1	2003/6/20, Registered: 2003/6/23	
	The Company may, by resolution of the E		
	Director (including any ex-Director) from		
	423, Paragraph 1, Company Code regardi	ng corporation auditing and	
	others, and exempt any executive officer		
	officer) from liabilities provided for in the		
<u> </u>		2006/6/16, Registered: 2006/6/22	
Provision regarding limitation of liability of	The Company may conclude an agreemen		
Outside Directors	liabilities provided for in Article 266, Paragraph 1, Item 5 of the Commercial Code which may be incurred by such Director in the future, to		
Outside Directors	an amount set out in advance which shall be not less than ten million yen		
	(¥10,000,000); or to the aggregate amoun		
	Paragraph 19 of Article 266 of the Comm	ercial Code, whichever is larger.	
	Established:	2002/6/21, Registered: 2002/6/24	
	The Company can conclude with an outsi		
	the responsibility for the audit of the Com		
	Paragraph 17 of Article 21 of the Law cor Commercial Code setting limits at the hig		
1	which is 10 million yen or over or the total		
	all of the Items of Paragraph 19 of Article	266 of the Commercial Code	
1	applied in Article 5.		
	Established:	2003/6/20, Registered: 2003/6/23	
Reference No. Ne397770	*Underlined parts show that they are deleted item	ns. page 7 of 38	

The Company may conclude an agreement with Outside Directors to limit liabilities provided for in Article 42, Paragraph 3, Item 1 of the Company Code which may be incurred by such Director in the future, to an amount set out in advance which shall be not less than ten million yen (¥10,000,000); or to the aggregate amount provided by law, whichever is larger.

Established: 2006/6/16, Registered: 2006/6/22

Warrants

Series 1 Warrants

Number of Warrants to be issued: 9,369 units

Class and number of shares subject to stock acquisition rights:

936,900 common stock

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 1 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment = Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

- 2. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights. Provided, for such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.
- 3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Number of Shares subject to Assumed Stock Acquisition Rights = Number of Shares subject to Stock Acquisition Rights × ratio of shares of Absolute Parent Company allocated per share of stock of the Company as prescribed in the share-for-share exchange agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to Assumed Stock Acquisition Rights in case of a share split or a share consolidation or merger, etc., of the Absolute Parent Company after assumption, the formula for adjustment of the number of shares subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall apply mutatis mutandis. In such cases, the "Company" and the

Reference No. Ne397770

*Underlined parts show that they are deleted items.

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"Number of shares subject to Stock Acquisition Rights" shall read respectively as the "Absolute Parent Company" and the "Number of Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer." Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

Class and number of shares subject to stock acquisition rights: 3.747,600 common stock

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 1 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment = Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

- 2. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights, Provided, for such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.
- 3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights") (the "Number of Shares subject to Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Number of Shares subject to Assumed Stock Acquisition Rights = Number of Shares subject to Stock Acquisition Rights× ratio of shares of Absolute Parent Company allocated per share of stock of the Company as prescribed in the share-for-share exchange agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

Assumed Stock Acquisition Rights in case of a share split or a share consolidation or merger, etc., of the Absolute Parent Company after assumption, the formula for adjustment of the number of shares subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall apply mutatis mutandis. In such cases, the "Company" and the "Number of shares subject to Stock Acquisition Rights" shall read respectively as the "Absolute Parent Company" and the "Number of Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer." Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

Revised: 2005/11/15, Registered: 2005/11/22

Issue price of the Stock Acquisition Rights
Without charge

Amount to be paid upon exercise of respective Stock Acquisition Rights

1. The amount to be paid per one unit of the Warrants when these

Warrants are exercised (hereinafter referred to as the "amount to be paid" shall be the amount calculated by multiplying the amount to be paid per Warrants-exercisable share at the time the Warrants are exercise (hereinafter referred to as the "amount to be paid per share" by the number of Warrants-exercisable shares, which shall initially be

7,670 yen (hereinafter referred to as the "initial amount to be paid) provided, however, that the amount to be paid shall not exceed the initial amount to be paid in any case.

2. In the event of a share split or share consolidation of the common

stock of the Company, Paid-in Amount per Share shall be adjusted according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest

yen:

Paid-in Amount per share after adjustment=Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.

4. Upon the Share-for-Share Exchange or Share Transfer, the amount to be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

result of calculation shall be rounded up to the nearest yen. Provided, in any case, the Paid-in Amount for Assumed Stock Acquisition
Rights shall not exceed the Paid-in Amount.
Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount for Assumed Stock Acquisition Rights per share=
Paid-in Amount per share × 1/Ratio of allocation

Additionally, for adjustment of Paid-in Amount for Assumed Stock Acquisition Rights per Share in the event of a share split or share consolidation of the common stock or merger, etc., or the Absolute Parent Company, the formula for adjustment of Paid-in Amount per share as specified in Paragraph 2 shall apply mutatis mutandis. In such case, the "Company" and the "Paid-in Amount per share" shall read as the "Absolute Parent Company" and the "Paid-in Amount for Assumed Stock Acquisition Rights per share," respectively.

- 1. The amount to be paid upon exercise of each Stock Acquisition
 Rights (the "Paid-in Amount") shall be the amount to be paid per
 share of the number of shares subject to Stock Acquisition Rights at
 the relevant point of time (the "Paid-in Amount per Share")
 multiplied by the number of shares subject to Stock Acquisition
 Rights. Note that Paid-in Amount per Share after share split as of
 November 15, 2005 (the "Paid-in Amount after Share Split") shall be
 ¥1,918. Provided, in any case, the Paid-in Amount per Share shall not
 exceed the Paid-in Amount after Share Split.
- 2. In the event of a share split or share consolidation of the common stock of the Company, Paid-in Amount per Share shall be adjusted according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount per share after adjustment = Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

- 3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.
- 4. Upon the Share-for-Share Exchange or Share Transfer, the amount to be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a result of calculation shall be rounded up to the nearest yen, Provided, in any case, the Paid-in Amount for Assumed Stock Acquisition Rights shall not exceed the Paid-in Amount.

Reference No. Ne397770

*Underlined parts show that they are deleted items.

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Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount for Assumed Stock Acquisition Rights per share = Paid-in Amount per share × 1/Ratio of allocation

Additionally, for adjustment of Paid-in Amount for Assumed Stock Acquisition Rights per Share in the event of a share split or share consolidation of the common stock or merger, etc., or the Absolute Parent Company, the formula for adjustment of Paid-in Amount per share as specified in Paragraph 2 shall apply mutatis mutandis. In such case, the "Company" and the "Paid-in Amount per share" shall read as the "Absolute Parent Company" and the "Paid-in Amount for Assumed Stock Acquisition Rights per share," respectively.

Revised: 2005/11/15, Registered: 2005/11/22

The period in which the Warrants can be exercised:
October 1, 2003 to September 30, 2007

Conditions under which the Warrants can be exercised (except for Paid-in Amount and exercisable period)

1. The holder of the rights may not exercise a part of the single Stock Acquisition Rights.

- 2. When any one of the following matters is applicable to the Stock
 Acquisition Rights Holder, such holder may not exercise the Stock
 Acquisition Rights. And furthermore, the heirs of the Stock
 Acquisition Rights Holder may not exercise the Stock Acquisition
 Rights:
 - (1) When the Warrant holder has resigned before the expiration of term or the mandatory retirement age from the position of a director or a staff member of the Company or an affiliated company (meaning any of the affiliated companies defined in the Paragraph 8 of Article 8 of the Regulations concerning the Terminology, Form and Preparation of Financial Statements. Hereinafter referred to as the "the Company's affiliate.")
 - (2) When a Stock Acquisition Rights Holder becomes an executive, employee or business consignee of any one of the following after he/she retires from his/her office due to expiration of his/her term of office as Director or employee of the Company or the Company's Affiliates or due to mandatory retirement:
 - (a) a third party engaged in the business of manufacture, sales or research and development of products competing on the market with the products manufactured or sold by the Company or the Company's Affiliates
 - (b) a third party engaged in the business of provision or research and development of services competing on the market with the services provided by the Company or the Company's Affiliates
- (3) When the Stock Acquisition Rights Holder brings an action against the Company or the Company's Affiliates
- (4) When the Stock Acquisition Rights Holder violates the internal rules of the Company or the Company's Affiliates (including Working Regulations, the "Internal Rules, etc.") and receives a punitive disposition determined by the Board of Directors of the Company or is punitively dismissed by the Company or the Company's Affiliates.

Reference No. Ne397770

*Underlined parts show that they are deleted items.

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Cause and conditions for cancellation of the Stock Acquisition Rights by the Company

- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may cancel the Stock Acquisition Rights without consideration.
- 2. The Company may cancel, without consideration, Stock Acquisition Rights when the holder of the rights comes to fail to satisfy the conditions for exercising the rights and so all or part of the Stock Acquisition Rights become non-exercisable.

(Cause and conditions for acquisition of the Stock Acquisition Rights by the Company)

- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may acquire the Stock Acquisition Rights without consideration.
- 2. The Company may acquire, without consideration, Stock Acquisition
 Rights when the holder of the rights comes to fail to satisfy the
 conditions for exercising the rights and so all or part of the Stock
 Acquisition Rights become non-exercisable.

Revised: 2006/5/1, Registered: 2006/6/22

Registered: 2002/12/12

The Warrant exercisable period is expired on October 1, 2007

Registered: 2007/11/22

Series 2 Warrants

Number of Warrants to be issued: 80 units

Class and number of shares subject to stock acquisition rights: 8,000 common stock

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 2 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment = Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

- 2. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights. Provided, for such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.
- 3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in *Underlined parts show that they are deleted items. page 13 of 38

Reference No. Ne397770

PATENT

REEL: 020942 FRAME: 0022

accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights")(the "Number of Shares subject to Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Number of Shares subject to Assumed Stock Acquisition Rights = Number of Shares subject to Stock Acquisition Rights × ratio of shares of Absolute Parent Company allocated per share of stock of the Company as prescribed in the share-for-share exchange agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to
Assumed Stock Acquisition Rights in case of a share split or a share
consolidation or merger, etc., of the Absolute Parent Company after
assumption, the formula for adjustment of the number of shares
subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall
apply mutatis mutandis. In such cases, the "Company" and the
"Number of shares subject to Stock Acquisition Rights" shall read
respectively as the "Absolute Parent Company" and the "Number of
Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer."

Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

Class and number of shares subject to stock acquisition rights: 32,000 common stock

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 1 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment = Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

2. In case the Company carries out a merger (kvushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kvushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights. Provided, for

*Underlined parts show that they are deleted items.

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such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.

3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights")(the "Number of Shares subject to Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Number of Shares subject to Assumed Stock Acquisition Rights = Number of Shares subject to Stock Acquisition Rights × ratio of shares of Absolute Parent Company allocated per share of stock of the Company as prescribed in the share-for-share exchange agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to Assumed Stock Acquisition Rights in case of a share split or a share consolidation or merger, etc., of the Absolute Parent Company after assumption, the formula for adjustment of the number of shares subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall apply mutatis mutandis. In such cases, the "Company" and the "Number of shares subject to Stock Acquisition Rights" shall read respectively as the "Absolute Parent Company" and the "Number of Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer." Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

Revised: 2005/11/15, Registered: 2005/11/22

Issue price of the Stock Acquisition Rights
Without charge

Amount to be paid upon exercise of respective Stock Acquisition Rights

1. The amount to be paid per one unit of the Warrants when these

Warrants are exercised (hereinafter referred to as the "amount to be paid" shall be the amount calculated by multiplying the amount to be paid per Warrants-exercisable share at the time the Warrants are exercise (hereinafter referred to as the "amount to be paid per share" by the number of Warrants-exercisable shares, which shall initially be 6.690 yen (hereinafter referred to as the "initial amount to be paid) provided, however, that the amount to be paid shall not exceed the initial amount to be paid in any case.

2. In the event of a share split or share consolidation of the common stock of the Company, Paid-in Amount per Share shall be adjusted

*Underlined parts show that they are deleted items.

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arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount per share after adjustment = Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

- 3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.
- 4. Upon the Share-for-Share Exchange or Share Transfer, the amount to be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a result of calculation shall be rounded up to the nearest yen. Provided, in any case, the Paid-in Amount for Assumed Stock Acquisition Rights shall not exceed the Paid-in Amount.

 Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount for Assumed Stock Acquisition Rights per share = Paid-in Amount per share × 1/Ratio of allocation

Additionally, for adjustment of Paid-in Amount for Assumed Stock
Acquisition Rights per Share in the event of a share split or share
consolidation of the common stock or merger, etc., or the Absolute
Parent Company, the formula for adjustment of Paid-in Amount per
share as specified in Paragraph 2 shall apply mutatis mutandis. In
such case, the "Company" and the "Paid-in Amount per share" shall
read as the "Absolute Parent Company" and the "Paid-in Amount for
Assumed Stock Acquisition Rights per share." respectively,

- 1. The amount to be paid upon exercise of each Stock Acquisition
 Rights (the "Paid-in Amount") shall be the amount to be paid per
 share of the number of shares subject to Stock Acquisition Rights at
 the relevant point of time (the "Paid-in Amount per Share")
 multiplied by the number of shares subject to Stock Acquisition
 Rights. Note that Paid-in Amount per Share after share split as of
 November 15, 2005 (the "Paid-in Amount after Share Split") shall be
 \(\frac{4}{1},673\). Provided, in any case, the Paid-in Amount per Share shall not
 exceed the Paid-in Amount after Share Split.
- 2. In the event of a share split or share consolidation of the common stock of the Company, Paid-in Amount per Share shall be adjusted according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Reference No. Ne397770

*Underlined parts show that they are deleted items.

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REEL: 020942 FRAME: 0025

Paid-in Amount per share after adjustment = Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.

4. Upon the Share-for-Share Exchange or Share Transfer, the amount to be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a result of calculation shall be rounded up to the nearest yen. Provided in any case, the Paid-in Amount for Assumed Stock Acquisition Rights shall not exceed the Paid-in Amount.

Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount for Assumed Stock Acquisition Rights per share = Paid-in Amount per share × 1/Ratio of allocation

Additionally, for adjustment of Paid-in Amount for Assumed Stock
Acquisition Rights per Share in the event of a share split or share
consolidation of the common stock or merger, etc., or the Absolute
Parent Company, the formula for adjustment of Paid-in Amount per
share as specified in Paragraph 2 shall apply mutatis mutandis. In
such case, the "Company" and the "Paid-in Amount per share" shall
read as the "Absolute Parent Company" and the "Paid-in Amount for
Assumed Stock Acquisition Rights per share," respectively.

Revised: 2005/11/15, Registered: 2005/11/22

The period in which the Warrants can be exercised:
October 1, 2003 to September 30, 2007

Conditions under which the Warrants can be exercised (except for Paid-in Amount and exercisable period)

1. The holder of the rights may not exercise a part of the single Stock Acquisition Rights.

2. When any one of the following matters is applicable to the Stock
Acquisition Rights Holder, such holder may not exercise the Stock
Acquisition Rights. And furthermore, the heirs of the Stock
Acquisition Rights Holder may not exercise the Stock Acquisition
Rights:

(1) When the Warrant holder has resigned before the expiration of term or the mandatory retirement age from the position of a director or a staff member of the Company or an affiliated company (meaning any of the affiliated companies defined in the

^{*}Underlined parts show that they are deleted items.

- Paragraph 8 of Article 8 of the Regulations concerning the Terminology, Form and Preparation of Financial Statements. Hereinafter referred to as the "the Company's affiliate.")
- (2) When a Stock Acquisition Rights Holder becomes an executive, employee or business consignee of any one of the following after he/she retires from his/her office due to expiration of his/her term of office as Director or employee of the Company or the Company's Affiliates or due to mandatory retirement:
 - (a) a third party engaged in the business of manufacture, sales or research and development of products competing on the market with the products manufactured or sold by the Company or the Company's Affiliates
 - (b) a third party engaged in the business of provision or research and development of services competing on the market with the services provided by the Company or the Company's Affiliates
- (3) When the Stock Acquisition Rights Holder brings an action against the Company or the Company's Affiliates
- (4) When the Stock Acquisition Rights Holder violates the internal rules of the Company or the Company's Affiliates (including Working Regulations, the "Internal Rules, etc.") and receives a punitive disposition determined by the Board of Directors of the Company or is punitively dismissed by the Company or the Company's Affiliates.
- Cause and conditions for cancellation of the Stock Acquisition Rights by the Company
- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may cancel the Stock Acquisition Rights without consideration.
- 2. The Company may cancel, without consideration, Stock Acquisition
 Rights when the holder of the rights comes to fail to satisfy the
 conditions for exercising the rights and so all or part of the Stock
 Acquisition Rights become non-exercisable.
- (Cause and conditions for acquisition of the Stock Acquisition Rights by the Company)
- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may acquire the Stock Acquisition Rights without consideration.
- 2. The Company may acquire, without consideration, Stock Acquisition
 Rights when the holder of the rights comes to fail to satisfy the
 conditions for exercising the rights and so all or part of the Stock
 Acquisition Rights become non-exercisable.

Revised: 2006/5/1, Registered: 2006/6/22

Registered: 2003/6/20

The Warrant exercisable period is expired on October 1, 2007

Registered: 2007/11/22

Series 3 Warrants

Number of Warrants to be issued: 1,750 units

Class and number of shares subject to stock acquisition rights:

175,000 common stock

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

PATENT

REEL: 020942 FRAME: 0027

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 3 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment = Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

- 2. In case the Company carries out a merger (kvushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights. Provided, for such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.
- 3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights")(the "Number of Shares subject to Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Number of Shares subject to Assumed Stock Acquisition Rights=
Number of Shares subject to Stock Acquisition Rights× ratio of
shares of Absolute Parent Company allocated per share of stock of
the Company as prescribed in the share-for-share exchange
agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to
Assumed Stock Acquisition Rights in case of a share split or a share
consolidation or merger, etc., of the Absolute Parent Company after
assumption, the formula for adjustment of the number of shares
subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall
apply mutatis mutandis. In such cases, the "Company" and the
"Number of shares subject to Stock Acquisition Rights" shall read
respectively as the "Absolute Parent Company" and the "Number of
Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer."

*Underlined parts show that they are deleted items.

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Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

700,000 common stock

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 3 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment—Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

- 2. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights. Provided, for such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.
- 3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights")(the "Number of Shares subject to Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Number of Shares subject to Assumed Stock Acquisition Rights = Number of Shares subject to Stock Acquisition Rights × ratio of shares of Absolute Parent Company allocated per share of stock of the Company as prescribed in the share-for-share exchange agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to Assumed Stock Acquisition Rights in case of a share split or a share consolidation or merger, etc., of the Absolute Parent Company after assumption, the formula for adjustment of the number of shares subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall apply mutatis mutandis. In such cases, the "Company" and the "Number of shares subject to Stock Acquisition Rights" shall read respectively as the "Absolute Parent Company" and the "Number of Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

> Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer." Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

Revised: 2005/11/15, Registered: 2005/11/22

Issue price of the Stock Acquisition Rights Without charge

Amount to be paid upon exercise of respective Stock Acquisition Rights 1. The amount to be paid per one unit of the Warrants when these Warrants are exercised (hereinafter referred to as the "amount to be paid" shall be the amount calculated by multiplying the amount to be paid per Warrants-exercisable share at the time the Warrants are exercise (hereinafter referred to as the "amount to be paid per share" by the number of Warrants-exercisable shares, which shall initially be 9,750 yen (hereinafter referred to as the "initial amount to be paid) provided, however, that the amount to be paid shall not exceed the initial amount to be paid in any case.

2. In the event of a share split or share consolidation of the common stock of the Company, Paid-in Amount per Share shall be adjusted according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest

yen:

Paid-in Amount per share after adjustment = Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.

4. Upon the Share-for-Share Exchange or Share Transfer, the amount to be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a result of calculation shall be rounded up to the nearest yen. Provided, in any case, the Paid-in Amount for Assumed Stock Acquisition Rights shall not exceed the Paid-in Amount. Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of

Paid-in Amount for Assumed Stock Acquisition Rights per share = Paid-in Amount per share × 1/Ratio of allocation

adjustment shall be rounded up to the nearest ven:

Additionally, for adjustment of Paid-in Amount for Assumed Stock

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

Acquisition Rights per Share in the event of a share split or share consolidation of the common stock or merger, etc., or the Absolute Parent Company, the formula for adjustment of Paid-in Amount per share as specified in Paragraph 2 shall apply mutatis mutandis. In such case, the "Company" and the "Paid-in Amount per share" shall read as the "Absolute Parent Company" and the "Paid-in Amount for Assumed Stock Acquisition Rights per share," respectively.

- 1. The amount to be paid upon exercise of each Stock Acquisition Rights (the "Paid-in Amount") shall be the amount to be paid per share of the number of shares subject to Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount per Share") multiplied by the number of shares subject to Stock Acquisition Rights. Note that Paid-in Amount per Share after share split as of November 15, 2005 (the "Paid-in Amount after Share Split") shall be \(\frac{\pmathbf{2}}{2},438\). Provided, in any case, the Paid-in Amount per Share shall not exceed the Paid-in Amount after Split.
- 2. In the event of a share split or share consolidation of the common stock of the Company, Paid-in Amount per Share shall be adjusted according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount per share after adjustment = Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

- 3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.
- 4. Upon the Share-for-Share Exchange or Share Transfer, the amount to be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a result of calculation shall be rounded up to the nearest yen. Provided, in any case, the Paid-in Amount for Assumed Stock Acquisition Rights shall not exceed the Paid-in Amount.

 Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount for Assumed Stock Acquisition Rights per share = Paid-in Amount per share × 1/Ratio of allocation

Additionally, for adjustment of Paid-in Amount for Assumed Stock Acquisition Rights per Share in the event of a share split or share consolidation of the common stock or merger, etc., or the Absolute Parent Company, the formula for adjustment of Paid-in Amount per

*Underlined parts show that they are deleted items.

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share as specified in Paragraph 2 shall apply mutatis mutandis. In such case, the "Company" and the "Paid-in Amount per share" shall read as the "Absolute Parent Company" and the "Paid-in Amount for Assumed Stock Acquisition Rights per share," respectively.

Revised: 2005/11/15, Registered: 2005/11/22

The period in which the Warrants can be exercised: October 1, 2004 to September 30, 2008

Conditions under which the Warrants can be exercised (except for Paid-in Amount and exercisable period)

1. The holder of the rights may not exercise a part of the single Stock

Acquisition Rights.

2. When any one of the following matters is applicable to the Stock Acquisition Rights Holder, such holder may not exercise the Stock Acquisition Rights. And furthermore, the heirs of the Stock Acquisition Rights Holder may not exercise the Stock Acquisition Rights:

(1) When the Stock Acquisition Rights Holder retires from his/her office before the expiration of his/her term of office as Director or employee of the Company or affiliate of the Company (this means "affiliate" as defined in Article 8, Paragraph 8 of the "Rules Concerning Terms, Forms and Preparation Methods of Financial Statements, etc."; the "Company's Affiliates"), or before mandatory retirement.

(2) When a Stock Acquisition Rights Holder becomes an executive, employee or business consignee of any one of the following after he/she retires from his/her office due to expiration of his/her term of office as Director or employee of the Company or the Company's Affiliates or due to mandatory retirement:

(a) a third party engaged in the business of manufacture, sales or research and development of products competing on the market with the products manufactured or sold by the Company or the Company's Affiliates

(b) a third party engaged in the business of provision or research and development of services competing on the market with the services provided by the Company or the Company's Affiliates

(3) When the Stock Acquisition Rights Holder brings an action against

the Company or the Company's Affiliates

(4) When the Stock Acquisition Rights Holder violates the internal rules of the Company or the Company's Affiliates (including Working Regulations, the "Internal Rules, etc.") and receives a punitive disposition determined by the Board of Directors of the Company or is punitively dismissed by the Company or the Company's Affiliates.

Cause and conditions for cancellation of the Stock Acquisition Rights by the Company

- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may cancel the Stock Acquisition Rights without consideration.
- 2. The Company may cancel, without consideration, Stock Acquisition
 Rights when the holder of the rights comes to fail to satisfy the
 conditions for exercising the rights and so all or part of the Stock

*Underlined parts show that they are deleted items.

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Acquisition Rights become non-exercisable.

(Cause and conditions for acquisition of the Stock Acquisition Rights by the Company)

- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may acquire the Stock Acquisition Rights without consideration.
- 2. The Company may acquire, without consideration, Stock Acquisition Rights when the holder of the rights comes to fail to satisfy the conditions for exercising the rights and so all or part of the Stock Acquisition Rights become non-exercisable.

Revised: 2006/5/1, Registered: 2006/6/22 Registered: 2003/12/26

Series 4 Warrants

Number of Warrants to be issued: 1,589 units

Class and number of shares subject to stock acquisition rights: 158,900 common stock

When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 4 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment=Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

- 2. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights. Provided, for such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.
- 3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights")(the "Number of Shares subject to Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Number of Shares subject to Assumed Stock Acquisition Rights Number of Shares subject to Stock Acquisition Rights× ratio of shares of Absolute Parent Company allocated per share of stock of the Company as prescribed in the share-for-share exchange

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

REEL: 020942 FRAME: 0033

agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to Assumed Stock Acquisition Rights in case of a share split or a share consolidation or merger, etc., of the Absolute Parent Company after assumption, the formula for adjustment of the number of shares subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall apply mutatis mutandis. In such cases, the "Company" and the "Number of shares subject to Stock Acquisition Rights" shall read respectively as the "Absolute Parent Company" and the "Number of Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer." Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

635,600 common stock

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 4 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment = Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

- 2. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights. Provided, for such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.
- 3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights")(the "Number of Shares subject to Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Reference No. Ne397770

*Underlined parts show that they are deleted items.

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Number of Shares subject to Assumed Stock Acquisition Rights = Number of Shares subject to Stock Acquisition Rights × ratio of shares of Absolute Parent Company allocated per share of stock of the Company as prescribed in the share-for-share exchange agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to Assumed Stock Acquisition Rights in case of a share split or a share consolidation or merger, etc., of the Absolute Parent Company after assumption, the formula for adjustment of the number of shares subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall apply mutatis mutandis. In such cases, the "Company" and the "Number of shares subject to Stock Acquisition Rights" shall read respectively as the "Absolute Parent Company" and the "Number of Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer." Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

Revised: 2005/11/15, Registered: 2005/11/22

Issue price of the Stock Acquisition Rights Without charge

Amount to be paid upon exercise of respective Stock Acquisition Rights

1. The amount to be paid per one unit of the Warrants when these

Warrants are exercised (hereinafter referred to as the "amount to be paid" shall be the amount calculated by multiplying the amount to be paid per Warrants-exercisable share at the time the Warrants are exercise (hereinafter referred to as the "amount to be paid per share" by the number of Warrants-exercisable shares, which shall initially be 10.850 yen (hereinafter referred to as the "initial amount to be paid) provided, however, that the amount to be paid shall not exceed the initial amount to be paid in any case.

2. In the event of a share split or share consolidation of the common stock of the Company, Paid-in Amount per Share shall be adjusted according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest

Paid-in Amount per share after adjustment = Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

- 3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.
- 4. Upon the Share-for-Share Exchange or Share Transfer, the amount to

*Underlined parts show that they are deleted items.

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be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a result of calculation shall be rounded up to the nearest yen. Provided, in any case, the Paid-in Amount for Assumed Stock Acquisition Rights shall not exceed the Paid-in Amount.

Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount for Assumed Stock Acquisition Rights per share = Paid-in Amount per share × 1/Ratio of allocation

Additionally, for adjustment of Paid-in Amount for Assumed Stock Acquisition Rights per Share in the event of a share split or share consolidation of the common stock or merger, etc., or the Absolute Parent Company, the formula for adjustment of Paid-in Amount per share as specified in Paragraph 2 shall apply mutatis mutandis. In such case, the "Company" and the "Paid-in Amount per share" shall read as the "Absolute Parent Company" and the "Paid-in Amount for Assumed Stock Acquisition Rights per share," respectively.

- 1. The amount to be paid upon exercise of each Stock Acquisition Rights (the "Paid-in Amount") shall be the amount to be paid per share of the number of shares subject to Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount per Share") multiplied by the number of shares subject to Stock Acquisition Rights. Note that Paid-in Amount per Share after share split as of November 15, 2005 (the "Paid-in Amount after Share Split") shall be \(\frac{4}{2}\),713. Provided, in any case, the Paid-in Amount per Share shall not exceed the Paid-in Amount after Split.
- 2. In the event of a share split or share consolidation of the common stock of the Company, Paid-in Amount per Share shall be adjusted according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount per share after adjustment = Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

- 3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.
- 4. Upon the Share-for-Share Exchange or Share Transfer, the amount to be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to

*Underlined parts show that they are deleted items.

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Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a result of calculation shall be rounded up to the nearest yen. Provided, in any case, the Paid-in Amount for Assumed Stock Acquisition Rights shall not exceed the Paid-in Amount.

Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of

Paid-in Amount for Assumed Stock Acquisition Rights per share = Paid-in Amount per share × 1/Ratio of allocation

adjustment shall be rounded up to the nearest yen:

Additionally, for adjustment of Paid-in Amount for Assumed Stock Acquisition Rights per Share in the event of a share split or share consolidation of the common stock or merger, etc., or the Absolute Parent Company, the formula for adjustment of Paid-in Amount per share as specified in Paragraph 2 shall apply mutatis mutandis. In such case, the "Company" and the "Paid-in Amount per share" shall read as the "Absolute Parent Company" and the "Paid-in Amount for Assumed Stock Acquisition Rights per share," respectively.

Revised: 2005/11/15, Registered: 2005/11/22

The period in which the Warrants can be exercised: October 1, 2005 to September 30, 2009

Conditions under which the Warrants can be exercised (except for Paid-in Amount and exercisable period)

1. The holder of the rights may not exercise a part of the single Stock Acquisition Rights.

- When any one of the following matters is applicable to the Stock Acquisition Rights Holder, such holder may not exercise the Stock Acquisition Rights. And furthermore, the heirs of the Stock Acquisition Rights Holder may not exercise the Stock Acquisition Rights:
 - (1) When the Stock Acquisition Rights Holder retires from his/her office before the expiration of his/her term of office as Director or employee of the Company or affiliate of the Company (this means "affiliate" as defined in Article 8, Paragraph 8 of the "Rules Concerning Terms, Forms and Preparation Methods of Financial Statements, etc."; the "Company's Affiliates"), or before mandatory retirement.
 - (2) When a Stock Acquisition Rights Holder becomes an executive, employee or business consignee of any one of the following after he/she retires from his/her office due to expiration of his/her term of office as Director or employee of the Company or the Company's Affiliates or due to mandatory retirement:
 - (a) a third party engaged in the business of manufacture, sales or research and development of products competing on the market with the products manufactured or sold by the Company or the Company's Affiliates
 - (b) a third party engaged in the business of provision or research and development of services competing on the market with the services provided by the Company or the Company's Affiliates
 - (3) When the Stock Acquisition Rights Holder brings an action against

*Underlined parts show that they are deleted items.

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the Company or the Company's Affiliates

(4) When the Stock Acquisition Rights Holder violates the internal rules of the Company or the Company's Affiliates (including Working Regulations, the "Internal Rules, etc.") and receives a punitive disposition determined by the Board of Directors of the Company or is punitively dismissed by the Company or the Company's Affiliates.

Cause and conditions for cancellation of the Stock Acquisition Rights by the Company

- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may cancel the Stock Acquisition Rights without consideration.
- 2. The Company may cancel, without consideration, Stock Acquisition
 Rights when the holder of the rights comes to fail to satisfy the
 conditions for exercising the rights and so all or part of the Stock
 Acquisition Rights become non-exercisable.

(Cause and conditions for acquisition of the Stock Acquisition Rights by the Company)

- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may acquire the Stock Acquisition Rights without consideration.
- 2. The Company may acquire, without consideration, Stock Acquisition Rights when the holder of the rights comes to fail to satisfy the conditions for exercising the rights and so all or part of the Stock Acquisition Rights become non-exercisable.

Revised: 2006/5/1, Registered: 2006/6/22 Registered: 2004/12/27

Series 5 Warrants

Number of Warrants to be issued: 2,225 units Class and number of shares subject to stock acquisition rights 890,000 common stock

 When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable (hereinafter referred to as the "Shares") using the following method of computation. However, such adjustment shall be made solely as to the number of shares subject to Series 5 Warrants that have not been exercised prior to the time of such adjustment (the "Warrants"), and shall be rounded down to the nearest whole share.

Number of shares subject to Stock Acquisition Rights after adjustment=Number of shares subject to Stock Acquisition Rights before adjustment × Ratio of share split or share consolidation

2. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the number of shares subject to Stock Acquisition Rights. Provided, for

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

REEL: 020942 FRAME: 0038

such adjustment, the proviso of Paragraph 1 above shall apply mutatis mutandis.

3. Upon share-for-share exchange in which the Company becomes a wholly-owned subsidiary (the "Share-for-Share Exchange"), in accordance with the provisions of the share-for-share exchange agreement, in case obligations under the Stock Acquisition Rights are assumed by the company that is to be the absolute parent company due to the Share-for-Share Exchange (the "Absolute Parent Company"), the number of shares subject to the Stock Acquisition Rights at the time of assumption (the "Assumed Stock Acquisition Rights") (the "Number of Shares subject to Assumed Stock Acquisition Rights") shall be calculated according to the following formula and fractions less than one share arising as a result of adjustment shall be rounded down.

Number of Shares subject to Assumed Stock Acquisition Rights= Number of Shares subject to Stock Acquisition Rights× ratio of shares of Absolute Parent Company allocated per share of stock of the Company as prescribed in the share-for-share exchange agreement (the "Allocation Ratio")

Additionally, for adjustment of the Number of Shares subject to Assumed Stock Acquisition Rights in case of a share split or a share consolidation or merger, etc., of the Absolute Parent Company after assumption, the formula for adjustment of the number of shares subject to Stock Acquisition Rights as prescribed in Paragraph 1 shall apply mutatis mutandis. In such cases, the "Company" and the "Number of shares subject to Stock Acquisition Rights" shall read respectively as the "Absolute Parent Company" and the "Number of Shares subject to Assumed Stock Acquisition Rights."

4. Upon share transfer in which the Company becomes a wholly-owned subsidiary (the "Share Transfer"), in accordance with the resolution on the share transfer, in case obligations relating to the Stock Acquisition Rights are assumed by the company that is to be the Absolute Parent Company due to the Share Transfer, Paragraph 3 shall apply mutatis mutandis. In such case, the "share-for-share exchange agreement" shall read as "proposal for share transfer." Provided, this shall not apply to cases otherwise provided in the proposal for share transfer.

Issue price of the Stock Acquisition Rights
Without charge

Amount to be paid upon exercise of respective Stock Acquisition Rights

- 1. The amount to be paid upon exercise of each Stock Acquisition Rights (the "Paid-in Amount") shall be the amount to be paid per share of the number of shares subject to Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount per Share") multiplied by the number of shares subject to Stock Acquisition Rights. Initial paid-in Amount per Share shall be ¥4,150. Provided, there may be adjustment of Paid-in Amount per Share pursuant to Paragraph 2, in any case, the Paid-in Amount shall not exceed the initial Paid-in Amount.
- 2. In the event of a share split or share consolidation of the common stock of the Company, Paid-in Amount per Share shall be adjusted

*Underlined parts show that they are deleted items.

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according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount per share after adjustment = Paid-in Amount per share before adjustment × 1/Ratio of split or consolidation

- 3. In case the Company carries out a merger (kyushu-gappei or shinestu-gappei) or demerger (shinsetsu-bunkatsu or kyushu-bunkatsu), in which the obligations of the Company under the Stock Acquisition Rights are to be assumed by the new corporation, or in case the Company carries out share-for-share exchange and becomes absolute parent company, the Company may adjust the Paid-in Amount per share, fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen.
- 4. Upon the Share-for-Share Exchange or Share Transfer, the amount to be paid upon exercise of each Assumed Stock Acquisition Rights (the "Paid-in Amount for Assumed Stock Acquisition Rights") shall be the amount to be paid per share of the number of shares subject to Assumed Stock Acquisition Rights at the relevant point of time (the "Paid-in Amount for Assumed Stock Acquisition Rights per Share") multiplied by the number of shares subject to Assumed Stock Acquisition Rights with fractions less than one share arising as a result of calculation shall be rounded up to the nearest yen. Provided, in any case, the Paid-in Amount for Assumed Stock Acquisition Rights shall not exceed the initial Paid-in Amount. Paid-in Amount for Assumed Stock Acquisition Rights per Share at the time of assumption shall be calculated according to the following formula, and fractions less than one share arising as a result of adjustment shall be rounded up to the nearest yen:

Paid-in Amount for Assumed Stock Acquisition Rights per share = Paid-in Amount per share × 1/Alloation Ratio

Additionally, for adjustment of Paid-in Amount for Assumed Stock Acquisition Rights per Share in the event of a share split or share consolidation of the common stock or merger, etc., or the Absolute Parent Company, the formula for adjustment of Paid-in Amount per share as specified in Paragraph 2 shall apply mutatis mutandis. In such case, the "Company" and the "Paid-in Amount per share" shall read as the "Absolute Parent Company" and the "Paid-in Amount for Assumed Stock Acquisition Rights per share," respectively.

The period in which the Warrants can be exercised: October 1, 2006 to September 30, 2015

Conditions under which the Warrants can be exercised (except for Paid-in Amount and exercisable period)

- Persons to which the Stock Acquisition Rights are allocated (the
 "Stock Acquisition Rights Holder") shall be in office as Director,
 Executive Officer, and employee of the Company and the Company's
 Affiliates when he/she exercises the rights; notwithstanding the
 foregoing, however, he/she may retire from office upon expiration of
 his/her term of office or due to his/her mandatory retirement age, or
 be transferred or any other justifiable reason.
- 2. Stock Acquisition Rights cannot be inherited.
- 3. Stock Acquisition Rights cannot be transferred or pledged, or

*Underlined parts show that they are deleted items.

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disposed of by other means.

- 4. By Stock Acquisition Right Contract, the maximum limit on the number of units of Stock Acquisition Rights that is exercisable or the maximum limit on the total amount of issue price of shares to be used by exercising Stock Acquisition Rights in each year during the exercisable period (from January 1st to December 31st) can be determined.
- 5. Any other terms and conditions shall be governed by a Stock Acquisition Right Contract according to the resolutions to be adopted at the Meeting of the Board of Directors.

Cause and conditions for cancellation of the Stock Acquisition Rights by the Company

- 1. In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may cancel the Stock Acquisition Rights without consideration.
- The Company may cancel, without consideration, Stock Acquisition Rights when the holder of the rights comes to fail to satisfy the conditions for exercising the rights and so all or part of the Stock Acquisition Rights become non-exercisable.

(Cause and conditions for acquisition of the Stock Acquisition Rights by the Company)

- In the event that a proposal for a merger agreement under which the Company shall be merged, a share-for-share exchange agreement under which the Company shall become a wholly-owned subsidiary or a share transfer is approved at an Ordinary General Meeting of Shareholders, the Company may acquire the Stock Acquisition Rights without consideration.
- 2. The Company may acquire, without consideration, Stock Acquisition Rights when the holder of the rights comes to fail to satisfy the conditions for exercising the rights and so all or part of the Stock Acquisition Rights become non-exercisable.

Revised: 2006/5/1, Registered: 2006/6/22

Registered: 2006/1/13

Series 6 Warrants

Number of Warrants to be issued: 1.952 units

Type and number of shares for which the Warrants can be exercised and the method of computation:

780,800 common shares

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable (hereinafter referred to as the "number of Warrants-exercisable shares") using the following method of computation. However, such adjustment will be made only for the shares for which Series 6 Warrants are not exercised at the time of the adjustment (hereinafter referred to as the "Warrants") and any fractional numbers less than 1 share that arise as a result of adjustment will be discarded.

Number of Warrants-exercisable shares after adjustment = number of Warrants-exercisable shares before adjustment × the share split or consolidation ratio

2. When the Company is merged with another company, undergoes corporate divesture, carries out share exchange or makes share

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

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transfer, or in an inevitable situation beyond its control, it may adjust the number of Warrants-exercisable shares to a reasonable extent. In such a case, the proviso of Clause 1 shall be applicable mutatis mutandis.

Amount to be paid for Warrants, method of computation or cases where no payment is required:

No payment is required.

Amount to be paid when the Warrants are exercised and the method of computation:

- 1. The initial amount to be paid when 1 unit of the Warrant is exercised (hereinafter referred to as the "exercise price) shall be 4,750 yen (hereinafter referred to as the "initial exercise price") calculated by multiplying the exercise price per Warrants-exercisable share (hereinafter referred to as the "exercise price per share") by the number of Warrants-exercisable shares provided, however, that, in any event, the exercise price shall not exceed the initial exercise price.
- 2. When the Company splits or consolidates its shares, it will adjust the exercise price per share using the following method of computation. Any fractional amount less than 1 yen that arises as a result of adjustment shall be counted as 1 yen.

Exercise price per share after adjustment = exercise price per share before adjustment \times 1 / the share split or consolidation ratio

3. When the Company is merged with another company, undergoes corporate divesture, carries out share exchange or makes share transfer, or in an inevitable situation beyond its control, it may adjust the exercise price per share. Any fractional amount less than 1 yen that arises as a result of adjustment shall be counted as 1 yen.

The period in which the Warrants can be exercised: From October 1, 2007 through September 30, 2016

Conditions under which the Warrants can be exercised:

- 1. The Warrant Holder cannot exercise 1 unit of the Warrant by splitting it.
- 2. If the Warrant Holder comes under any of the following conditions, he or she cannot exercise the Warrants. Moreover, the Warrants cannot be exercised by any successor of the Warrant Holder.
 - (1) The Warrant Holder has ceased to be a director, an executive officer or an employee of the Company or a director or an employee of an affiliate entity of the Company (the "affiliate entity" shall mean as defined in Paragraph 8, Article 8 of the "Regulations concerning the Terms, Styles and Preparation of Financial Statements." Hereinafter referred to as the "affiliate entity of the Company") unless otherwise provided for in the document containing the Application for the Warrants and the Contract of the Allocation of the Warrants concluded between the Company and the Warrant Holder.
 - (2) The provisions of the proviso of the preceding Item (a) notwithstanding, the Warrant Holder has become an officer, an employee or a service contractor of any of the following entities after resigning from the position of a director or an executive

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

- officer of the Company or a director of an affiliate entity of the Company at the expiration of the term of office, or after retiring from the Company or an affiliate entity of the Company under the age limit system:
- (i) A third party entity that is engaged in the manufacture, sale or research and development of a product that competes with the product manufactured or sold by the Company or an affiliate entity of the Company in a market in competition with the Company or an affiliate entity of the Company.
- (ii) A third party entity that is engaged in the provision or research and development of services that compete with the services provided by the Company or an affiliate entity of the Company in a market in competition with the Company or an affiliate entity of the Company.

(3) The Warrant Holder has instituted a lawsuit against the Company or an affiliate entity of the Company.

- (4) The Warrant Holder has been (i) subjected to disciplinary measures by the Company or an affiliate entity of the Company for an act or acts in violation of the bylaws of the Company or an affiliate entity of the Company (hereinafter referred to as the "bylaws" including the employment regulations), or (ii) found to have sufficient reasons for which the disciplinary measures of the Company or an affiliate entity of the Company are applicable, and the Company's board of directors has adopted a resolution that revokes the Warrant Holder's right to exercise the Warrants.
- (5) The Warrant Holder has waived his or her right to exercise the Warrants in whole or in part.

The reasons for, and the conditions under which, the Company may acquire the Warrants:

- When a merger contract under which the Company will become
 non-existent, a divesture contract or plan under which the Company
 will undergo divesture or a share exchange contract or share transfer
 plan under which the Company will become a wholly-owned
 subsidiary is approved at the general meeting of shareholders (or
 resolved at the meeting of the board of directors or decided by the
 chief executive officer if approval at the general meeting of
 shareholders is not necessary), the Company may acquire the
 Warrants free of charge. The procedures for such acquisition shall be
 as decided by the Company.
- 2. When a Warrant Holder has come to not satisfy the conditions under which the above-described Warrants can be exercised, the Company may acquire the Warrants free of charge.

Issued: 2006/11/7 Registered: 2006/11/17

Series 7 Warrants

Number of Warrants to be issued: 194 units

Type and number of shares for which the Warrants can be exercised and the method of computation:

77,600 common shares

1. When the Company splits or consolidates its shares, it will adjust the number of shares for which the Warrants are exercisable (hereinafter referred to as the "number of Warrants-exercisable shares") using the following method of computation. However, such adjustment will be made only for the shares for which Series 7 Warrants are not exercised at the time of the adjustment (hereinafter referred to as the "Warrants"), and any fractional numbers less than 1 share that arise

*Underlined parts show that they are deleted items.

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Reference No. Ne397770

PATENT

REEL: 020942 FRAME: 0043

7-5, Nakaochiai 2-chome, Shinjuku-ku, Tokyo HOYA Corporation Corporate No. 0111-01-019599

as a result of adjustment will be discarded.

Number of Warrants-exercisable shares after adjustment = number of Warrants-exercisable shares before adjustment × the share split or consolidation ratio

2. When the Company is merged with another company, undergoes corporate divesture, carries out share exchange or makes share transfer, or in an inevitable situation beyond its control, it may adjust the number of Warrants-exercisable shares to a reasonable extent. In such a case, the proviso of Clause 1 shall be applicable mutatis mutandis.

Amount to be paid for Warrants, method of computation or cases where no payment is required:

No payment is required.

Amount to be paid when the Warrants are exercised and the method of computation:

- 1. The initial amount to be paid when 1 unit of the Warrant is exercised (hereinafter referred to as the "exercise price) shall be 4,230 yen (hereinafter referred to as the "initial exercise price") calculated by multiplying the exercise price per Warrants-exercisable share (hereinafter referred to as the "exercise price per share") by the number of Warrants-exercisable shares provided, however, that, in any event, the exercise price shall not exceed the initial exercise price.
- 2. When the Company splits or consolidates its shares, it will adjust the exercise price per share using the following method of computation. Any fractional amount less than 1 yen that arises as a result of adjustment shall be counted as 1 yen.

Exercise price per share after adjustment = exercise price per share before adjustment × 1 / the share split or consolidation ratio

3. When the Company is merged with another company, undergoes corporate divesture, carries out share exchange or makes share transfer, or in an inevitable situation beyond its control, it may adjust the exercise price per share. Any fractional amount less than 1 yen that arises as a result of adjustment shall be counted as 1 yen.

The period in which the Warrants can be exercised: From October 1, 2008 through September 30, 2017

Conditions under which the Warrants can be exercised:

- 1. The Warrant Holder cannot exercise 1 unit of the Warrant by splitting it.
- 2. If the Warrant Holder comes under any of the following conditions, he or she cannot exercise the Warrants. Moreover, the Warrants cannot be exercised by any successor of the Warrant Holder.
 - (1) The Warrant Holder has ceased to be a director, an executive officer or an employee of the Company or a director or an employee of an affiliate entity of the Company (the "affiliate entity" shall mean as defined in Paragraph 8, Article 8 of the "Regulations concerning the Terms, Styles and Preparation of Financial Statements." Hereinafter referred to as the "affiliate

Reference No. Ne397770

^{*}Underlined parts show that they are deleted items.

entity of the Company") unless otherwise provided for in the document containing the Application for the Warrants and the Contract of the Allocation of the Warrants concluded between the Company and the Warrant Holder.

- (2) The provisions of the proviso of the preceding Item (a) notwithstanding, the Warrant Holder has become an officer, an employee or a service contractor of any of the following entities after resigning from the position of a director or an executive officer of the Company or a director of an affiliate entity of the Company at the expiration of the term of office, or after retiring from the Company or an affiliate entity of the Company under the age limit system:
 - (i) A third party entity that is engaged in the manufacture, sale or research and development of a product that competes with the product manufactured or sold by the Company or an affiliate entity of the Company in a market in competition with the Company or an affiliate entity of the Company.
 - (ii) A third party entity that is engaged in the provision or research and development of services that compete with the services provided by the Company or an affiliate entity of the Company in a market in competition with the Company or an affiliate entity of the Company.

(3) The Warrant Holder has instituted a lawsuit against the Company or an affiliate entity of the Company.

- (4) The Warrant Holder has been (i) subjected to disciplinary measures by the Company or an affiliate entity of the Company for an act or acts in violation of the bylaws of the Company or an affiliate entity of the Company (hereinafter referred to as the "bylaws" including the employment regulations), or (ii) found to have sufficient reasons for which the disciplinary measures of the Company or an affiliate entity of the Company are applicable, and the Company's board of directors has adopted a resolution that revokes the Warrant Holder's right to exercise the Warrants.
- (5) The Warrant Holder has waived his or her right to exercise the Warrants in whole or in part.

The reasons for, and the conditions under which, the Company may acquire the Warrants:

- 1. When a merger contract under which the Company will become non-existent, a divesture contract or plan under which the Company will undergo divesture or a share exchange contract or share transfer plan under which the Company will become a wholly-owned subsidiary is approved at the general meeting of shareholders (or resolved at the meeting of the board of directors or decided by the chief executive officer if approval at the general meeting of shareholders is not necessary), the Company may acquire the Warrants free of charge. The procedures for such acquisition shall be as decided by the Company.
- 2. When a Warrant Holder has come to not satisfy the conditions under which the above-described Warrants can be exercised, the Company may acquire the Warrants free of charge.

Issued: 2007/11/14 Registered: 2007/11/22

Corporate separation

Separation into HOYA Healthcare Corporation on October 1, 2006: 29-9, Takadanobaba 1-chome, Shinjuku-ku, Tokyo

Registered: 2006/10/12

Reference No. Ne397770

*Underlined parts show that they are deleted items.

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Merger	Merger of HOYA Advanced Semiconduc Tanashioda 1-chome, Sagamihara City, K	
		Registered: 2006/3/31
	Merger of PENTAX Corporation on Marc 2-chome, Itabashi-ku, Tokyo	ch 31, 2008: 36-9, Maenocho
		Registered: 2008/3/31
Matters relating to a company having the	A company having the Board of Directors	
Board of Directors	•	Registration on May 1, 2006 pursuant to the provision of Article 136 of Act No. 87, 2005
Matters relating to a company with	A company with committees, etc. Established: 2003/6/20	Registered: 2003/6/23
committees	A company with committees	
		Registration on May 1, 2006 pursuant to the provision of Ordinance of the Ministry of Justice No 15, 2006
Matters relating to a company having an auditor	A company having an auditor	Registered: 2006/6/22
Matters relating to registration record	In accordance with the provisions set forth in Paragraph 3 of No. 15 Additional Regulations of the 1989 Ministry of Justice Order.	
		Record transferred on February 20, 1997

Reference No. Ne397770

*Underlined parts show that they are deleted items.

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7-5, Nakaochiai 2-chome, Shinjuku-ku, Tokyo HOYA Corporation Corporate No. 0111-01-019599

This is an instrument to certify that items indicated herein are a part of the matters that are not closed and recorded in the official registry.

April 9, 2008
Tokyo Legal Bureau, Shinjuku Branch Office
Registration Officer Kenji Okohara (official seal)

Reference No. Ne397770

*Underlined parts show that they are deleted items.

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履歴事項全部証明書

東京都新福区中落合二丁目7番5号

HOYARTOL

	会性做人等番号()	11-01-019599	
1	7# H.	港ーヤ株式会社	
	柳 岁	TALLAT	S
		我 们 个A株式会社	
		華成 1 74年 1 1月 〔日 夷 莊	
	all of Lane.		
	本店	東京都新宿区中落合二丁目7番5号	
1			li.
1	公告をする方法	東京都において発行する日本経済新聞に掲載す	
illi	(482,0))4	3	
	会社成立の年月日	昭和19年8月23日	
		1. 各種ガラスおよびセラミックス製品の製造、販売	
		2. 各種化学材料および製品の製造、販売	
		3. エレクトロニクス関連素材、部品および機器の製造。現界 また	
		顺道,"大阪 克","大阪","大阪","大阪","大阪","大阪","大阪","大阪","大阪	
		光学ガラス、光学機器および関連製品の製造、販売、データング	
		は、計量器、測定器の部品および機器の製造、販売 に、一般のでは、では、 に、一般ので、 に、一般のでは、 に、一般ので、 に、一般のでは、 に、一般ので、 に、一般ので、 に、一般のでは、 に、一般のでは、 に、一般のでは、 に、 に、一を、 に、 に、 に、 に、 に、	4
		8. コンタクトレンズおよび関連医療用具の製造、1000000000000000000000000000000000000	
		9. 眼内レンズの製造、卸、販売	
		10. 医薬品、医薬部外品および医療用材料・機器の製造、販売	
		11. テーブルウェアー・ハウスウェアー(家庭用品)関連製品の製造、販売	
		13. ソフトウェアーの開発および販売	
		14. アータ通信サービスおよびアーターベースサービスが提供	
		15. インターネットのプロバイダー業およびインターネットががに告業務	
		16. インターネットの企業用ホームページの企構、世業および作成業務17. 一般労働者派遣事業および特定労働者派遣事業	
		18. 有料職業紹介事業	
		19. 前各号に掲げる製品の輸出入	
Milion.		<u>冬1、前各号に付帯する一切の業務</u> 平成16年 6月18日変更 平成16年 6月22日登記	
		十成10年 0月10日复发 一种以下3年,9月42日 新路	
		【1)各種ガラスおよびセラミックス製品の製造、販売	
		(2) 各種化学材料および製品の製造、販売	
		(3) エレクトロニクス関連素材、部品および機器の製造、販売 (4) オプトエレクトロニクス(電子光学)関連素材、部品および機器の製	
		造、販売	
		(5)光学ガラス、光学機器および関連製品の製造、販売	
,		(6)計量器、測定器の部品および機器の製造、販売	
		(7) 眼鏡用レンズ・フレーム・機器および関連医療預算の製造、販売 (8) コンタクトレンズおよび関連医療用具の製造、販売	
		(9)眼内レンズの製造、卸、販売	
	· ·	1 · · · · · · · · · · · · · · · · · · ·	

	(10)医薬品、医薬部外品および医療用材料・	機器の製造、販売
	(II) テーブルウェアー・ハウスウェアー (家	建用品)関連製品の製造、販
	売 1 2)美術工芸品およびインテリア製品の製造	. 販売
	(13)ソフトウェアーの開発および販売	Je m
	(14) データ通信サービスおよびデーター(15) インターネットのプロバイダー業績	
The second	(16) インターネットの企業用ホームページの	
	(17) 前各号に掲げる製品の輸出入	
	(18) 前各号に付帯する一切の業務 平成18年 6月16日変更	平成18年 6月22日登記
単元株式数	100株	平成12年 9月 1日変更
		平成12年 9月 1四登記
発行可能株式総数	3億1622万4600株	平成16年 6月 1日変更
		平成16年 6月 2
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並びに種類及び数	1億1234万9005株	
		平成16年 6月 7四登記
	発行済株式の総数	平成17年11月15日發展
	4億4939万6020株	76+11 7 C 1 1 B 0 0 D 8-2
		平成17年11月22日登記
	発行資株式の総数	平成18年 2月 1日変更
	4.億3501万7020株	平成 1 8年 2月 1 4 日登記
		
株券を発行する旨	当会社の株式については、株券を発行する	
の定め		平成17年法律第87号第1 - 36条の規定により平成18
		年 5月 1日登記
iz wanasia	秦62唐6420万10 67円	
資本金の額	金62億6420万1967円	

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番舞 む111-01-019599

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東京都新宿区中落合二丁目7番5号

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		取締役	椎	名	武	雄		***	平成18年 6月18日重任
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東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番券 1111-01-019599

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*										

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 0111-01-019599

<u> </u>				
指名委員	椎名	武	雄	李成[董年 6月]8日重任
				型成16年 6月次2日登記
指名委員	椎名	武	雄	平成17年,6月17日重任
				平成17年 6月20日登記
指名委員	椎名	武	_雄	平成18年 6月16日 重任
				平成18年 6月22日登記
指名委員	椎名	. 武	雄	平成19年 6月19日重任
				平成19年 6月27世登記
指名委員	佐佐)尚	孝	平成16年 6月18四重任
	-			平成16年 6月22日登记
	•		. ~₩₩	平成日年 作用工程
			The second secon	子成1.7年(6月 20日 20世
	茂オ	、 友	三郎	李成·木在、作用工名: 第 6
		•		
指名委員	茂才	、 友	三郎	平成17年 8月19年1月
				平成17年 6周20日詹記
指名委員	茂オ	k 友	三郎	平成1/8年 6/月/1/8 粉重使
				平成18年 6月22日登記
指名委員	茂っ	卞 友	三郎	平成19年 6月19日重任
				平成1~9年 6月27日登記
				4.2

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人筹番号 1111-01-019599

							 A	122	elitik di <u></u>	
100 (100 (100 (100 (100 (100 (100 (100		指名委員	塙	義	E	_	平成16	F 1	3月18日重	任
							平成16	# 1		 \$2
		指名委員	塙	義	Ť		平成17	F	3月17日重	Œ
			-				 華哉 1 7		 6月20日登	記
		指名委員	塙	義	ŧ			1000	6月16田蓮	-
		11 1 X F	프	72	<u> </u>			, -	6月22四登	***
							\$	· · · · · · · · · · · · · · · · · · ·	<u> </u>	\dashv
		指名委員	塙	葧	Š		平成 19	年 一一。	6月19泊重	
							平成19	年	6月27日登	記
		指名委員	河	野	栄	<u>子</u>	平成16	年	6月18日重	Æ
							平成16	年	6.52733	
		能名委員	河	野	栄	<u>子</u>		4,		
11 14					٠.		平 成17	77	6.12.11	
		建文委员	河	野	栄	子	 學成 i-8			
			<u></u>							
		北方 五日	े रेक्क	MA	224	7	198.7			
		指名委員	\u00e4n]	野	栄	T.				
				·			平成19	年	6月27周春	
		指名委員	<u>児</u>	玉	幸	治	平成17	年》		
							平成17	年。	6月20日登	語
		指名委員	<u>児</u>	玉	幸	治	平成18	年	6月16日重	往
							平成 l 8	 年		纪
		指名委員	児	玉	幸	治	華成19	年《	6月19日重	旌
							平成19	 緷	 6月27日登	 152
	1				-		L.,	4,44	<i>4744</i>	المراجية المراجع

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 20111-01-019599

	監査委員	椎名	武	雄		平成16年	6月18日重任	
						平成16年	6月22日登記	
	點套委員	椎名	武	雄			6月17日重任 	
	數本案是	## <i>5</i>	-71-	1. #			6月20日登記 6月16日重任	
	監查委員	椎名	IEL,	<u> 4</u> E			6月22日登記	
	監査委員	椎名	武	雄		平成19年	6月19日重任	
						平成19年	6月27日登記	
	監査委員	佐伯	尚	_孝		平成16年	6月18日重任	
							-6月2211111111111111111111111111111111111	
1,353 indig 16 (2) pr								
		茂木		<u> </u>	ß			
		<u> </u>					67.222.532	
	監査委員	茂木	友	三良	<u>I</u>	平成17年	67.50	
			•			平成17年	6月20日登記	
	<u>監查委員</u>	茂木	友	<u>=</u> .	<u>IZ</u>	平成1.8年	6月 46日重任 	
						平成18年	6月22日發表	
	監査委員	茂木	友	三島	IB .	<u> </u>	6月19 回重 征 	
							6月27日登記]

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 ひ111-01-019599

			<u> </u>			ı .
監査委員	塩 ま	養 .	<u></u>	平成16年	6月18日重任	,
				平成16年	6月22日登記	
監査委員	塙 章	養	_	平成17年	6月17日重任	
					6月20日登記	
監査委員	塙 碧	義	_		6月16日重任	
					6月22日登記	
監査委員	塙 郭	義		ļ	6月19日重任	
血直交換	4 <u>0</u> -	#X		<u></u>	6月27日春記	
	,, m2	234				
監査委員	河野	_ 米_	<u>+</u>		6月18日重任	
					6月22 日教 語	
監查委員	河野	栄	<u>子</u>	- 平成17年	-6.3 L 7 (3 P/S)	
				平成17年		
	河 野	栄	子	李成[84]		
監查委員	河 野	栄		平成19年		
	; ;			平成19年	6月17日登記	Million.
監査委員	児 玉	**** **	治	平成17年	6月17日株在	
				4		
監査委員	児 玉	幸	治	1920 (1920) 1920 (1920) 1920 (1920) 1920 (1920) 1920 (1920) 1920 (1920) 1920 (1920) 1920 (1920) 1920 (1920) 19	6月16日重任	
**************************************	<u> </u>		<u>11</u>		6月22四登記	
5-4-4 1	III		Δ2			
監查委員	児 玉	*	治	 	6月19日 軍任 	
				半級19年	6月27日登記	

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 0111-01-019599

		報酬委員	椎	名	武	雄		平成16年	6月18日重任]
								平成16年	6月22日登記	
		報酬委員	椎	名	武	雄		平成17年	6月17日重任	
					•			事成17年	6月20日登記	
		報酬委員	椎	名	武	雄		李成 18年	6月16日 重任 	
								平成18年	6月22日登記	
		報酬委員	椎	名	武	雄		平成19年	6月19日重任	
Niliteria:			·		<u>-</u>			平成19年	6月27日登記	
	Blanca.	報酬委員	<u>佐</u>	伯	尚	孝		平成16年	6月18日重任	
								平成16年	6.822226	
	1									
		素質素 員	茂	木	友	三旦	N .	等成16年 第成16年	6 1 1 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
		報酬委員	茂_	木	<u>友</u>	三步	1		分月	
III III III III III III III III III II		自 秦顯珠	****	-	. 		4 17		6月26日巻記	
		報酬委員	<u>IX</u>	<u> </u>	又	三月	<u>117</u>		6月A8日重任 	
		報酬委員	茂	木	友	三島	II.	8000 VS	6月22日 登記 6月19日重任	
			<i>~</i>	. 1 *	_		, ,	<u> </u>	6月27日登記	
										M. Car

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 1111-01-019599

			•			 - 1000 SERVERSE SERVER	OSTERNACIO III	
	報酬委員	塙	. \$	轰	_	 平成16年	6月18日重任	£
						平成16年	6月22日登記	a
	裁酬委員	塩	ŧ	麦		平成17年	6月17日重任	£
						平成17年	6.月20日登記	2
	報酬委員	塙	Î	轰	_	平成18年	6月16日重任	£
						平成18年	6月22日登記	2
	報酬委員	塙	ŧ	麦		平成19年	6月19日重	Ŧ
						 平成19年	6月27日登記	2
Black.	報酬委員	河	野	栄	<u>子</u>	平成16年	6月18四連(£
	regional productions with the control of the control					平成16年	6月27日第	
	和州委員	河	野	栄	子	平成17年	不能推動	
				·		 平成17年		
	用数	河	野	栄	<u>子</u>	平成(8年		
						YK18 #	6.12.2183	
	報酬委員	河	野	栄	子	平成19年	6月19日14	
						平成19年	6月27日登	2
	報酬委員	<u>児</u>	玉	幸	治		6月1 <i>7日</i> 秋 	######################################
						平成17年	6月20日登	
	報酬委員	児	玉	幸	<u>治</u>		6月16日重任	-4////
							6月22日登前	
	報酬委員	児	王	幸	治		6月19日 重 在	-4
						华成19年	6月27日登記	.
								* :

•			•					
		執行役	鈴 /	木,洋		平成16年	6月18日重任	£
					og en	平成16年	6月22日登記	ਰ
		勘行役	鈴	木 洋		平成17年	6月17日重任	.; £
						平成17年		3
		執行役	鈴 7	木 洋		平成18年	6月16日重任	£
						平成18年	 6月22日登記	-
		執行役	鈴 7	木 洋		平成19年	6月19日重	Ē.
						平成 19年	6月27円登記	B
	1154	執行役	江 間	賢二		平成 1 6 年	6月18日重作	f
						平成16年	_6月22 月登 制	
		執行役	江 間	賢二		平成17年	- 6:月1:7 <u>日重</u> 作	
					The state of the s	· 李成] 7年	6月20日登積	
			江 間	賢二	######################################	118 上列平	-63.1-6 事車6	
						平成1.84		
		執行役	江 間	賢二		平成19年		
						平成19年	6月27日告記	
		執行役	丹 治	宏彰			6月18四年	
						平成16年。	### 6月22日登記	
		<u>執行役</u>	丹 治	宏彰			6月17日重任	WAYIIII
						平成17年	6月20日登記	9
		執行役	丹 治	宏彰		平成18年	6月16日重任	
						平成18年	6月22回登記	
		執行役	丹 治	宏彰		平成19年	6月19日重任	
						平成19年	6月27日登記	
			•					_

東京都新宿区中落合二丁目7番5号 東京和利用戶工房上 HOYA株式会社 会社法人等番写 1111-01-019599

	東京都練馬区石神井町六丁目21番3号	平成16年 6月18日重任
	我表執行役 鈴 木 洋	1980年 2017 0 日東江
		平成16年 6月22日登記
	東京都練馬区石神井町六丁目21番3号 代表執行役 鈴 木 洋	平成17年 6月17日重任
	<u> </u>	平成17年 6月20日登記
Carl James .		**************************************
	東京都練馬区石神井町六丁目21番3号	平成18年 6月16日重任
	代表執行役 鈴 木 洋	
	######################################	平成18年 6月22日登記
	東京都練馬区石神井町六丁目21番3号	平成19年 6月19日重任
	代表執行役 鈴 木 洋	
		平成19年 6月27日登記
	会計監査人 あずさ監査法人	
Maria		
		平成18年 6月92日会計
	Henry.	監查人の発言。
	会に監査人 あずさ監査法	
	# 機計監査人 あずさ監査法・人	
	おおおおおおおおおおおおおおまま ままま ままま ままま ままま ままま かんしゅう かんしゅう かんしゅう かんしゅう はんしゅう はんしゅう はんしゅう しゅうしゅう しゅう	
		平成19年 多月27日至117
「取締役等の会社に	The first the second of the se	と(取締役であった機を基準
対する責任の免除 は関する規定		うった者を含む。》 の情(単位
科赛多多规 定	つき、取締役会の決議をもって免除することができ 平成14年 6月21日設定	THE DESIGNATION
	TRACTED OF LIGHTS	771X1 X4F 03/93/2/94/97333550
	当会社は、株式会社の監査等に関する商法の特別は	復する法律第21条の17
	第1項の取締役(取締役であった者を含む。)の	征义は同法同条同項の執行
	役(執行役であった者を含む。)の責任につき、則 ることができる。	対辞役会の決議により免除す
	平成15年 6月20日設定	郭成1-5年-6母2-9日巻紀
	当会社は、会社法第423条第1項の取締役。国	確役であった者を含む。)
	の責任又は同法同条同項の執行役(執行役である。	春を含む。)の資金につき、
	取締役会の決議により免除することができる。 平成18年 6月16日設定	野野199年 と知りの779時7
	一块10年 0月10日改化	TUX.1:0546 0717 6 6 日宜記
社外取締役等の会		1うことがある前法第266
社に対する責任の	条第1項第5号の責任について、金1000万円。	上であらかじめ定める金額
制限に関する規定		が高い額を現度とする旨の
	契約を締結することができる。 平成14年 6月21日設定	平成14年 6月24日登記
	I WITH OUTLINE	T/X 1 4 4 U / D / A 4 口 安記

東京都新宿区中落合二丁目7番5号 HOYA株式会社

会社法人等工第二月111-01-019599

当会社は、社外取締役との間で、今後その者が負すごとがある株式会社の監査 等に関する商法の特例に関する法律第21条の1季第1項の資金について、金 毛、000万円以上であらかじめ定める金額と同業等5項で専用する商法第3 63条第19項各号に掲げる額の合計額とのいずれか高い額を限度とする書の 製約を締結することができる。

平成15年 6月20日設定 平成15年 6月23日登記

当会社は、社外取締役との間で、今後その者が負うことがある会社法第423条第1項の責任について、金1000万円以上であらかじめ定める金額と法令で定める額の合計額とのいずれか高い額を限度とする旨の契約を締結することができる。

平成18年 6月16日設定 平成18

平成18年 6月22日登記

新株子約権

第1回新株予約権

新株予約権の数

9369個

新株予約権の目的たる株式の種類及び数

普通株式 93万6900株

1. 当社が株式分割または株式併合を行う場合、当社は次の算式により目的株式数を調整する。ただし、かかる調整は、第1回新株子約権(以下)

「本新株予約権」という。)のうち当該時点で行使されている。

数についてのみ行い、調整の結果生じる「株実活の過失を助りを

調整後目的株式数=調整前目的株式数 X 等割または排音の比較 当社が他社と吸収合併もしくは新設合併を行う。本新株子に株力を扱う。 る場合、当社が他社と株式交換を行いまで調査等を基本場合、単表の

社が新設分割もしくは吸収分割を行う場合。当りは国的株式数を調整 ることができる。ただし、かかる調整は、下上の国家を開発された。

3. 当社が、当社を完全子会社とする株式交換(以下「本様」を作った。
) に際して、株式交換契約書の記載に従い、本新株予約権に保護事務を本株式交換によって完全親会社たる会社(以下「完全親会社」という。)の目的たる完全親会社の株式の数(以下「承継新株予約権」という。)の目的たる完全親会社の株式の数(以下「承継新株予約権制的株式数」という。)は、次の算式により算出され、算出の結果生活。以供未満の端数を切り捨てる。

承継新株予約権

株式交換契約書に定める

=目的株式数 × 当社の株式1株に対する

目的株式数

完全親会社の株式の割当ての比率 (以下「割当比率」という。)

なお、承継後の完全親会社の株式分割もしくは株式併合または合併等における承継新株予約権目的株式数の調整は、1,の目的株式数を調整する算式を準用する。この場合、「当社」は「完全親会社」と、「目的株式数」は「承継新株予約権目的株式数」と、それぞれ読み替える。

4. 当社が、当社を完全子会社とする株式移転(以下「本株式移転」という)に際して、株式移転の決議に従い、本新株子約権に係る義務を本株式移転によって完全親会社たる会社に承継させる場合。3. を集用する。この場合、「株式交換契約書」は「株式移転の議案」と読み替える。ただし、株式移転の議案において別に定める場合ほごの限りではない。

PATENT

REEL: 020942 FRAME: 0061

普通株式 374万7600株 株式数を調整する。ただし、かかる調整は、素質療法・経験 「本新株予約権」という。)のうち当該時点では、日本の株式 数についてのみ行い、調整の結果生じる。 調整後目的株式数=調整前目的株式数多分割または併合の数率 当社が他社と吸収合併もしくは新設合業を新株子約権が乗継され る場合、当社が他社と株式交換を行り発金製金社となる場合。または当 社が新設分割もしくは吸収分割を行う場合、当社は目的株式数を調整す ることができる。ただし、かかる調整は、1、の但書を準用する。 3. 当社が、当社を完全子会社とする株式交換(以下「本株式交換」という)に際して、株式交換契約書の記載に従い、本新株予約権に係る義務を 本株式交換によって完全親会社たる会社(以下「完全親会社」という。※ に承継させる場合、承継時の新株予約権(以下「承継新株等約権」と う。)の目的たる完全親会社の株式の数(以下「承継新株子総権国的株 式数」という。)は、次の算式により算出され、算出の結果生しる。機 未満の端数を切り捨てる。 承継新株予約権 株式交換契約書に定める当社の株式 目的株式数 =目的株式数×に対する完全親会社の株式の制当での 率(以下「割当比率」。 なお、承継後の完全親会社の株式分割もしくは株式は合業と おける承継新株予約権目的株式数の調整は、1、の目的株式数 る算式を準用する。この場合、「当社」は「二字の表記できます」 式数」は「承継新株予約権目的株式数」と、それで作品が整 当社が、当社を完全子会社とする株式を表現しています。 移転によって完全親会社たる会社に承継させる場合 この場合、「株式交換契約書」は「株式移転の議案」と読え だし、株式移転の議案において別に定める場合はこの限りではから 平成17年11月15日変更 平成17年11月20日 各新株予約権の発行価額

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人筹备券 3111-01-019599

各新株予約権の行使に際して払込みをすべき金額 1. 本新株予約権1個あたりの新株予約権の行動機の基金額(以下「払込 金額」という。)は、当該時点における日本株式製工株式を外の拡大金 額(以下「1株あたり払込金額」という。 とし、当初7,670円(以下「当初担を発展しともう。)をま だし、いかなる場合においても、払込金額は当初が込金額を上回るない 当社が株式分割または株式併合を行う場合。当社は次の質式により工株 あたり払込金額を調整し、調整の結果生じる美円未満の端数を切り上げ 調整後1株あたり 調整前1株あたり 払込金額 分割または併合の比率 払込金額 3. 当社が他社と吸収合併もしくは新設合併を行い本新株予約権が承継され る場合、当社が他社と株式交換を行い完全親会社となる場合、または当 社が新設分割もしくは吸収分割を行う場合、当社は1株あたりは必能 を調整することができ、調整の結果生じる1円未満の端数を切り上げる 4. 本株式交換または本株式移転に際して、承継新株予約権工個為なりの 継新株予約権の行使時の払込金額(以下「承継新株予約権払込金額 いう。)は、当該時点における承継後新株予約権1株あたりのは、 (以下「1株あたり承継新株予約権払込金額」という。) 上席 予約権目的株式数を乗じた金額とし、算出の結果生じる上門 を切り上げる。ただし、いかなる場合においても、重雑後前は一名 込金額は払込金額を上回らない。 承継時の1株あたり承継後新株予約権提送金額は、次の事式により第 され、算出の結果生じる1円未満の端線を振り上げる。 1株あたり承継新株予約権払込金額=1株あたり払送金額 なお、承継後の完全親会社の株式分割もしくは株式併合法院 おける1株あたり承継新株予約権払込金額の調整は、2.の1/株成成 払込金額を調整する算式を準用する。この場合、「当社」は「無金額 社」と、「1株あたり払込金額」は「1株あたり楽は影響が変し 額」と、それぞれ読み替える。

東京都新宿区中落合二丁目7番5号 HOYA株式会社

会社法人等推定 111-01-019599

1. 本新株予約権1個あたりの新株予約権の行使時の扱う金額(以下「払込 金額」という。)は、当該時点における目的様式をはれるだりの払込金 額(以下「1株あたり払込金額」という。) に自的株式数を乗じた金額 とする。尚、平成17年11月15日付近株式の割様の一株あたりの払 込金額(以下「株式分割後払込金額」という。 1 株 1 9 1 8 円 2 寸 る。ただし、いかなる場合においても、一株あたりの払込金額は株式分 割後払込金額を上回らない。 当社が株式分割または株式併合を行う場合。当社は次の算式により1株 あたり払込金額を調整し、調整の結果生じる「円未満の端数を切り上げ 調整後 調整前 1株あたり払込金額=1株あたり払込金額×-分割または併合の比率 3. 当社が他社と吸収合併もしくは新設合併を行い本新株予約権が承継され る場合、当社が他社と株式交換を行い完全親会社となる場合、または当 社が新設分割もしくは吸収分割を行う場合、当社は1株あたり払込金額 を調整することができ、調整の結果生じる1円未満の端数を切り上げる 4. 本株式交換または本株式移転に際して、承継新株予約権上個あたりの承 継新株予約権の行使時の払込金額(以下「承継新株予約権」は金金額 いう。)は、当該時点における承継後新株予約権工株あたりの上入金額 (以下「1株あたり承継新株予約権払込金額」という。) 上承継銭新株 予約権目的株式数を乗じた金額とし、算出の結果生じると男素満の端数 を切り上げる。ただし、いかなる場合においても、東北後海株子約権力 込金額は払込金額を上回らない。 承継時の1株あたり承継後新株予約権制設金額は、次の算式により算出 きれ、算出の結果生じる1円未満の端数を切り上げる。 1株あたり承継新株予約権払込金額=1株あたり払込金額メ なお、承継後の完全親会社の株式分割もしくは株式併合または治研等に おける1株あたり承継新株予約権払込金額の調整は、2~の1株版体制 払込金額を調整する算式を準用する。この場合、「当社」は「無金親会 社」と、「1株あたり払込金額」は「1株あたり承継新株券約権扱数 額」と、それぞれ読み替える。 平成17年11月22日登 平成17年11月15日変更 新株予約権を行使することができる期間 平成15年10月1日から平成19年9月30日まで。

新株子約権の行使の条件(払込価額及び行使期間を除く。)

- 本新株予約権者は、1個の本新株予約権を分割して行使することはでき ない。
- 新株予約権者が以下のいずれかの事項に該当する場合、本新株予約権者 は本新株予約権を行使することができない。また、本新株予約権者の相 続人は本新株予約権を行使することができないものとする。
- (1)本新株予約権者が、当社または当社の関係会社(『財務諸表等の用語、 様式及び作成方法に関する規則」第8条第名類において定義される 「関係会社」をいい、以下「当社関係会社」とも写。多数統役または 社員を任期満了前に退任もしくは定年前に退職したとき
- (2) 本新株予約権者が、当社または当社の関係会議の政権後または社員を、 任期満了により退任しもしくは定年退職した後には下のいずれかの者 の役員または社員もしくは業務受託者となったとき。
 - (a) 当社または当社の関係会社が製造もしくは販売する商品と市場に

おいて競合する商品を製造・販売も」

<u>とする第三者</u>
(b) 当社または当社の関係会社が提供する役務と世場において競合する役務を提供もしくは研究開発することを業とする第二者
(3) 本新株予約権者が、当社または当社関係会社に対して訴訟を提訴したとき。

(4) 本新株予約権者が、当社もしくは当社関係会社の社内規程(就業規則 を含み、以下「社内規程等」という。」を違反し、当社取締役会が終 定した懲戒を受けたときまたは当社もしくは当社関係会社必需戒免職 されたとき。

会社が新株予約権を消却することができる事由及び消却の条件

- 1. 当社が消滅会社となる合併契約書が承認された場合、当社が完全子会社 となる株式交換契約書承認の議案または株式移転の議案につき株式総会 で承認された場合、当社は本新株予約権を無償で消却することができる。
- 2. 行使の条件に該当しなくなったため、新株予約権の全部区域一部にでき 行使できないものが生じた場合、当社は当該新株予約権を無償で消費することができる。

(会社が新株予約権を取得することができる事由及び取得の条件)

- 1. 当社が消滅会社となる合併契約書が承認された場合、当社が完全不会社 となる株式交換契約書承認の議案または株式移転の議案。 で承認された場合、当社は本新株予約権を無償で取得することができ

平成18年 5月 1日変更 平成 3年 泊泉之工

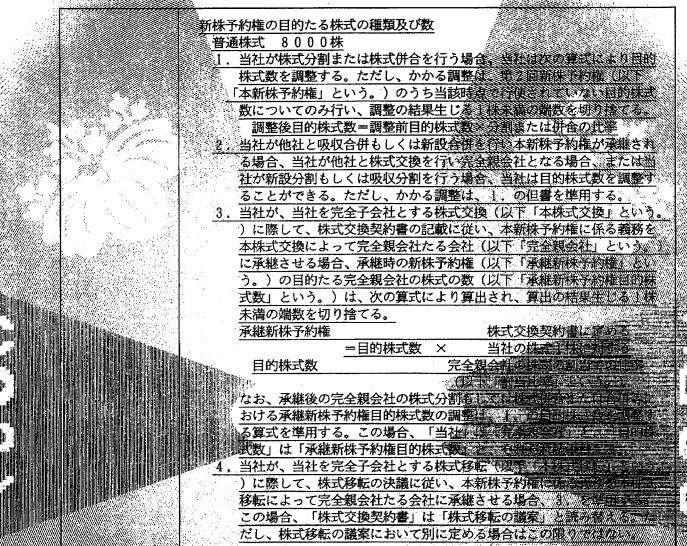
平成19年10月1日行使期間満了

平成19年11月22日

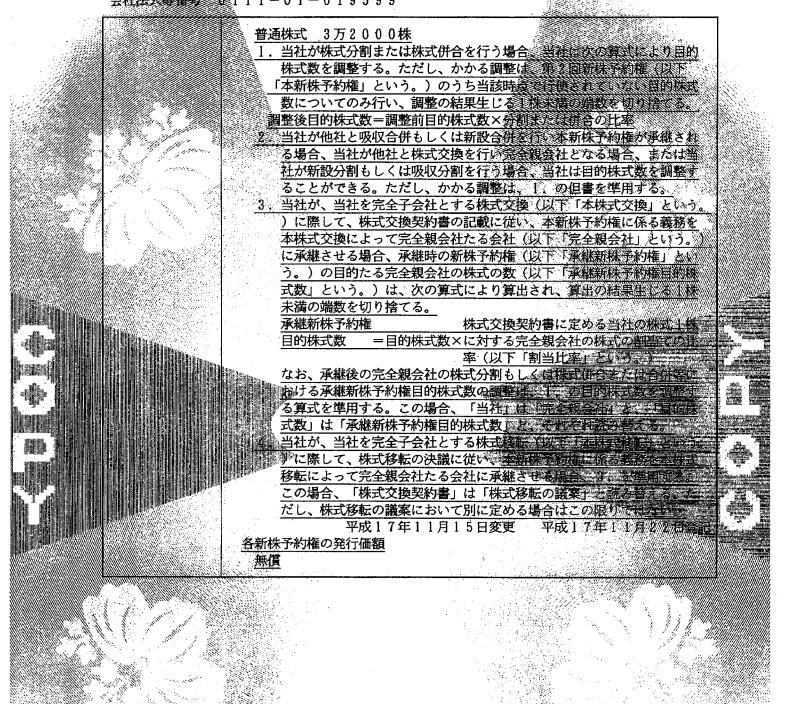
第2回新株予約権 新株予約権の数 80個

東京都新宿区中落合二丁目7番5号 HOYA株式会社

会社法人等番号 0111-01-019599

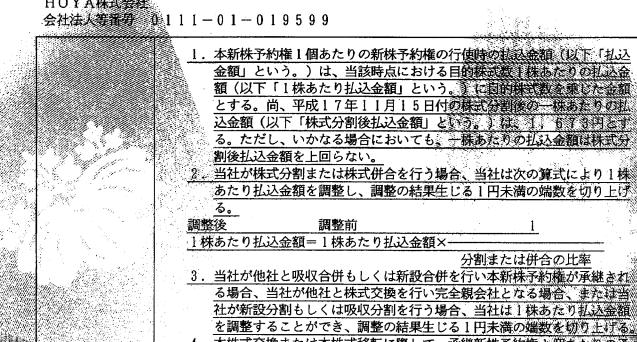


東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等義务。 111-01-019599



東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 0111-01-019599

各新株予約権の行使に際して払込みをすべき金額 1. 本新株予約権1個あたりの新株予約権の行動時の投送金額(以下)払込 金額」という。)は、当該時点における目的は、株式の表面の 額(以下「1株あたり払込金額」という。 とし、当初6,690円(以下「当初技・発行を持つ。) とばる。) だし、いかなる場合においても、払込金額は当初は全金額をよりのない。 当社が株式分割または株式併合を行う場合。当社は次の算式により丁様 あたり払込金額を調整し、調整の結果基準を実円未満の端数を切り上げ 調整前1株あたり 調整後1株あたり 払込金額 払込金額 分割または併合の比率 3. 当社が他社と吸収合併もしくは新設合併を行い本新株予約権が承継され る場合、当社が他社と株式交換を行い完全親会社となる場合、または当 社が新設分割もしくは吸収分割を行う場合、当社は上株あたりまとの経 を調整することができ、調整の結果生じる1円未満の端数を切り上げる 4. 本株式交換または本株式移転に際して、承継新株子約権 1個表別の第 継新株予約権の行使時の払込金額(以下「承継新株予約権払込 いう。)は、当該時点における承継後新株予約権1株あたりの (以下「1株あたり承継新株予約権払込金額」という。 予約権目的株式数を乗じた金額とし、算出の結果をよるする を切り上げる。ただし、いかなる場合**はおしても、 選** 込金額は払込金額を上回らない。 承継時の1株あたり承継後新株予約権払入金額は、産の無式によ され、算出の結果生じる1円未満の端盤を閉び上げる。 1株あたり承継新株予約権払込金額=1株あたり集 なお、承継後の完全親会社の株式分割もしくは株式併合成に表 おける1株あたり承継新株予約権払込金額の調整は、2、の20株成の 払込金額を調整する算式を準用する。この場合、「当社」は『飛金観念 社」と、「1株あたり払込金額」は「1株あたり承継期株子総権制度と 額」と、それぞれ読み替える。



4. 本株式交換または本株式移転に際して、承継新株予約権1個あたりの承継新株予約権の行使時の払込金額(以下「承継新株予約権1込金額」という。)は、当該時点における承継後新株予約権1株あたりの払込金額(以下「1株あたり承継新株予約権払込金額」という。)に承継後新株予約権目的株式数を乗じた金額とし、算出の結果生じる1円未満の端数を切り上げる。ただし、いかなる場合においても、乗継後新株学的電話込金額は払込金額を上回らない。

承継時の1株あたり承継後新株予約権制込金額は、次の第式により第4 され、算出の結果生じる1円未満の端数を切り上げる。

1株あたり承継新株予約権払込金額=1株あたり払込金額※

なお、承継後の完全親会社の株式分割もしくは株式併合または各併等。 おける1株あたり承継新株予約権払込金額の調整は、2、のは株断性が 払込金額を調整する算式を準用する。この場合、「当社」は「完全親会 社」と、「1株あたり払込金額」は「1株あたり承継新株子約権との金額」と、それぞれ読み替える。

平成17年11月15日変更 平成17年11月22日登記 新株予約権を行使することができる期間

平成15年10月1日から平成19年9月30日まで。

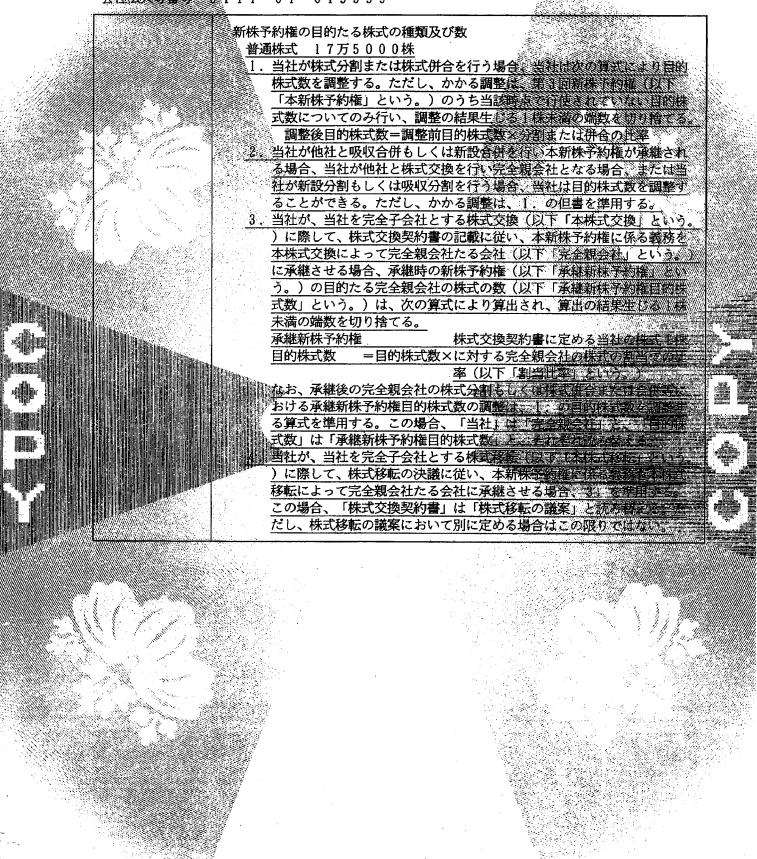
新株子約権の行使の条件(払込価額及び行使期間を除く。)

- <u> 本新株予約権者は、1個の本新株予約権を分割して行使することはできない。</u>
- 3. 新株予約権者が以下のいずれかの事項に該当する場合、本新株予約権者は本新株予約権を行使することができない。また、本新株予約権者の相続人は本新株予約権を行使することができないものとする。
- (1) 本新株予約権者が、当社または当社の関係会社(「財務諸表等の用語、 様式及び作成方法に関する規則」第8条第8項において定義される 「関係会社」をいい、以下「当社関係会社」という。)の取締役または 社員を任期満了前に退任もしくは定年前に退職したとき。
- (2) 本新株予約権者が、当社または当社の関係会社の取締役または社員を、 任期満了により退任しもしくは定年退職した後に以下のいずれかの者 の役員または社員もしくは業務受託者となったとき。
 - (a) 当社または当社の関係会社が製造もしくは販売する商品と市場に

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 第111-01-019599

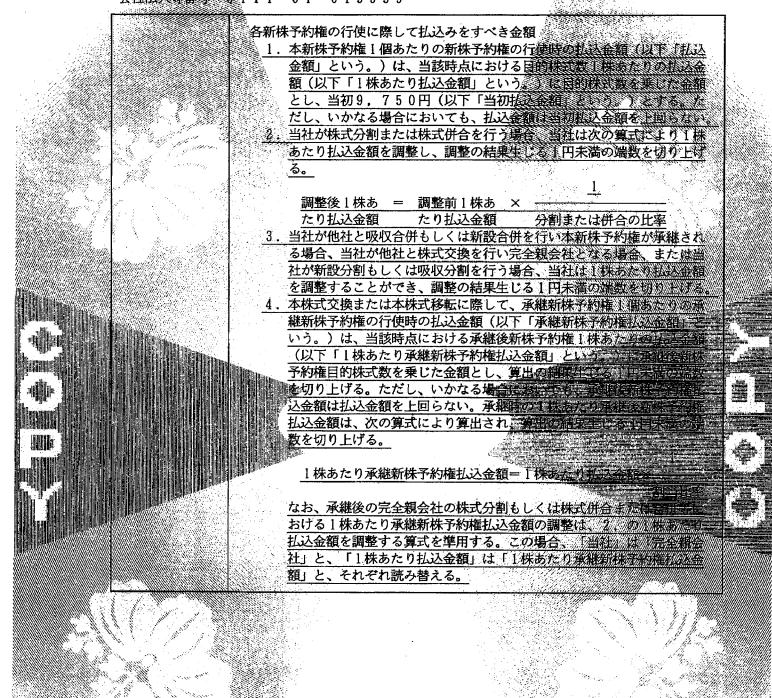
おいて競合する商品を製造・販売もして競合する商品を製造・販売もして競合する商品を製造・販売もしている。 (b)当社または当社の関係会社が提供する技術と世帯に対して競合す る役務を提供もしくは研究開発する意思を業まれる第二名 3) 本新株予約権者が、当社または当社関係会社に対して訴訟を提案した とき。 (4) 本新株予約権者が、当社もしくは当社関係会社の社内規程(就業規則 を含み、以下「社内規程等」という。」に違反じ、当社取締役会が決 定した懲戒を受けたときまたは当社もしくは当社関係会社必念形免職 されたとき。 会社が新株予約権を消却することができる事由及び消却の条件 1. 当社が消滅会社となる合併契約書が承認された場合、当社が完全子会社 となる株式交換契約書承認の議案または株式移転の議案につき株式総会 で承認された場合、当社は本新株予約権を無償で消却することができる。 行使できないものが生じた場合、当社は当該新株系約権を無償が援助し ることができる。 (会社が新株予約権を取得することができる事由及び取得の条件) 1. 当社が消滅会社となる合併契約書が承認された場合、当社会 となる株式交換契約書承認の議案または株式移転の議案と で承認された場合、当社は本新株予約権を無信で収集す 行使できないものが生じた場合、当社は事業が構造 ることができる。 平成18年 5月 1日変更 平成19年10月1日行使期間満了 平成19年11周20日 第3回新株予約権

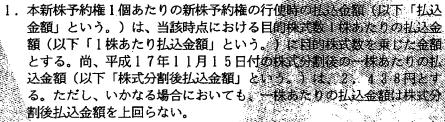
第3回新株予約権 新株予約権の数 1750個



東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 111-01-019599







2. 当社が株式分割または株式併合を行う場合、当社は次の算式により1株 あたり払込金額を調整し、調整の結果生じる1円未満の端数を切り上げ る。

調整後

調整前

1

1株あたり払込金額=1株あたり払込金額×-

分割または併合の比率

- 3. 当社が他社と吸収合併もしくは新設合併を行い本新株予約権が承継される場合、当社が他社と株式交換を行い完全親会社となる場合、または当社が新設分割もしくは吸収分割を行う場合、当社は1株あたり払込金額を調整することができ、調整の結果生じる1円未満の端数を切り上げる。
- 4. 本株式交換または本株式移転に際して、承継新株予約権1個あたりの承継新株予約権の行使時の払込金額(以下「承継新株予約権払込金額」という。)は、当該時点における承継後新株予約権1株あたりの表述を額(以下「1株あたり承継新株予約権払込金額」という。上に承継後額を予約権目的株式数を乗じた金額とし、資品の結果生じる「円未満の続数を切り上げる。ただし、いかなる場合においてなる。承継後額株予約権益と金額は払込金額を上回らない。承継時の「株あたり承継後額株予約権益と、公金額は払込金額を上回らない。承継時の「株あたり承継後額株予約権益と、公金額は、次の算式により算出され、資金の結果生じる」円未満の場数を切り上げる。

1株あたり承継新株予約権払込金額=1株あたり払込金額

割当其

なお、承継後の完全親会社の株式分割もしくは株式併合または色雅等における1株あたり承継新株予約権払込金額の調整は、2、の1株あたり払込金額を調整する算式を準用する。この場合、「当社」は「完全親会社」と、「1株あたり払込金額」は「1株あたり承継新株子約権払込金額」と、それぞれ読み替える。

平成17年11月15日変更 平成17年11月22日登記

新様子約権を行使することができる期間

平成16年10月1日から平成20年9月30日まで、

新株子約権の行使の条件(払込価額及び行使期間を除く。)

- 1、本新株予約権者は、1個の本新株予約権委<mark>分割</mark>して行使することはできない。
- ② 新株予約権者が以下のいずれかの事項に該当する場合、本新株予約権者は本新株予約権を行使することができない。また。本新株予約権者の相続人は本新株予約権を行使することができないものとする。
 - (1) 本新株予約権者が、当社または当社の関係会社(『財務諸表等の用語、様式及び作成方法に関する規則」第多条第多項において定義される「関係会社」をいい、以下「当社関係会社」をいう。)の取締役または社員の地位を喪失したとき。たれば、任期満年による退任、定年による退職の場合はこれに該当しなる。
 - (2) 本新株予約権者が、当社または当社の関係会社の取締役または社員 を、任期満了により退任しもしくは定年退職した後に以下のいずれ かの者の役員または社員もしくは業務受託者となったとき。

東京都新宿区中落合二丁目7番5号 HOYA株式会社

会社法人等番号 10111-01-019599

(a)当社または当社の関係会社が製造もしくは販売する商品を制造・販売もしくは販売する商品を製造・販売もしくは販売関発するできる業とする第三者

- (b)当社または当社の関係会社が提供する投稿と市場におりて競合する 役務を提供もしくは研究開発することを業とする第三者
- (3) 本新株予約権者が、当社または当社関係会社に対して訴訟を提訴した とき。
- (4) 本新株予約権者が、当社もしくは当社関係会社の社内規程(就業規則 を含み、以下「社内規程等」という。)に違反し、当社取締役会が決 定した懲戒を受けたときまたは当社もしくは当社関係会社を懲戒免職 されたとき。

会社が新株予約権を消却することができる事由及び消却の条件

- 1. 当社が消滅会社となる合併契約書が承認された場合、当社が完全予会社 となる株式交換契約書承認の議案または株式移転の議案につき株主総会 で承認された場合、当社は本新株予約権を無償で消却することが開業
- 2. 行使の条件に該当しなくなったため、新株予約権の全部又は一部に関係 行使できないものが生じた場合、当社は当該新株予約権を無償で消却することができる。

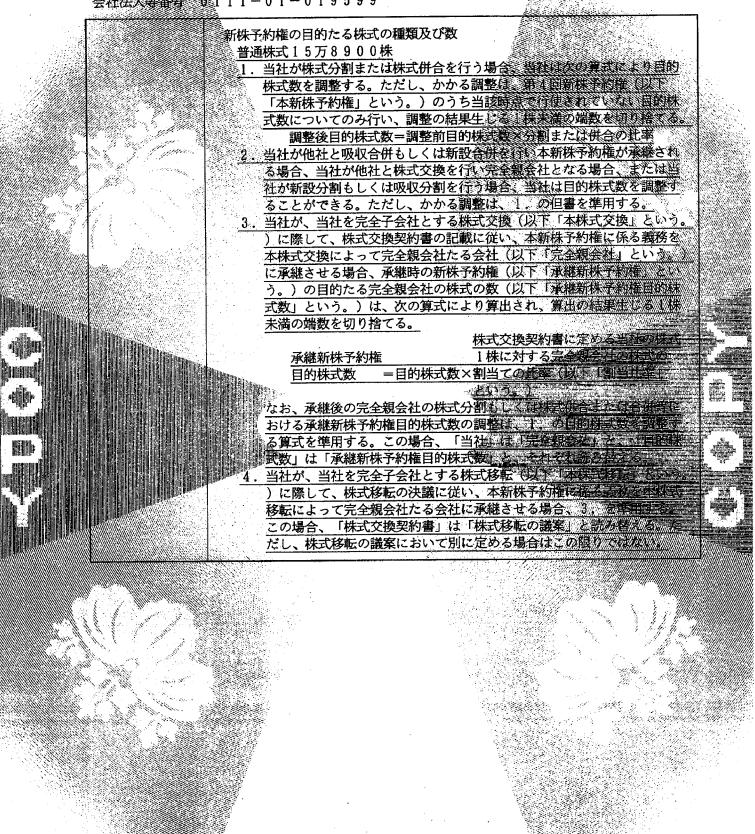
(会社が新株予約権を取得することができる事由及び取得の条件)

1. 当社が消滅会社となる合併契約書が承認された場合。当社が完全子会社 となる株式交換契約書承認の議案または株式移転の議案につき様主総会 で承認された場合、当社は本新株予総権を無償で取得することができる。 行使の条件に該当しなくなったため、新株子的権力全部又は一部につき 行使できないものが生じた場合、当社選当該特殊生物権を無償で取得することができる。

平成 1-5 年 1 2 月 2 6 1 章

第4回新株予約権 新株予約権の数 1589個

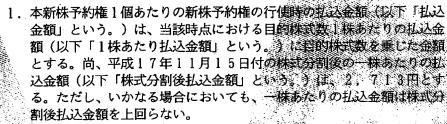
東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 0111-01-019599



東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 第111-01-019599



各新株予約権の行使に際して払込みをすべき金額 1. 本新株予約権1個あたりの新株予約権の行使は必要を通過します。 金額」という。)は、当該時点における目的様式数量はある。 額(以下「1株あたり払込金額」という。 とし、当初10,850円(以下「当初し、金額」という。) とする ただし、いかなる場合においても、払い金額を設定した。 当社が株式分割または株式併合を行う場合。当社は次の算式により工業 あたり払込金額を調整し、調整の結果生じる江円未満の端数を切り上げ 調整後1株あたり=調整前1株あたり×-払込金額 分割または併合の比率 払込金額 当社が他社と吸収合併もしくは新設合併を行い本新株子約権が承継が利 る場合、当社が他社と株式交換を行い完全親会社となる場合、素本は 社が新設分割もしくは吸収分割を行う場合、当社は工株あたり表現 を調整することができ、調整の結果生じる1円未満の端数を切り上げる 4. 本株式交換または本株式移転に際して、承継新株子約権1個激光型 継新株予約権の行使時の払込金額(以下「承継新株予約権援 いう。)は、当該時点における承継後新株予約権工機を表現の (以下「1株あたり承継新株予約権払込金額」という。 予約権目的株式数を乗じた金額とし、**連出の結果とした。** を切り上げる。ただし、いかなる場合におくずる。東州を出来 込金額は払込金額を上回らない。承継時のは表表の主義と 払込金額は、次の算式により算出され 数を切り上げる。 1株あたり承継新株予約権払込金額=1株あたり基 なお、承継後の完全親会社の株式分割もしくは株式併合津州に おける1株あたり承継新株予約権払込金額の調整は、2、6000株的 払込金額を調整する算式を準用する。この場合、「無社」は、特殊機能 社」と、「1株あたり払込金額」は「1株あたり海維新株別約権担処 額」と、それぞれ読み替える。



2. 当社が株式分割または株式併合を行う場合、当社は次の算式により1株 あたり払込金額を調整し、調整の結果生じる1円未満の端数を切り上げる。

調整後

調整前

1

1株あたり払込金額=1株あたり払込金額×-

分割または併合の比率

- 3. 当社が他社と吸収合併もしくは新設合併を行い本新株予約権が承継される場合、当社が他社と株式交換を行い完全親会社となる場合、または当社が新設分割もしくは吸収分割を行う場合、当社は1株あたり払込金額を調整することができ、調整の結果生じる1円未満の端数を切り上げる。
- 4. 本株式交換または本株式移転に際して、承継新株予約権1個あたりの承継新株予約権の行使時の払込金額(以下「承継新株予約権払込金額」をいう。)は、当該時点における承継後新株予約権1株あたりの払込金額(以下「1株あたり承継新株予約権払込金額」という。)に承継後新株予約権目的株式数を乗じた金額とし、算出の結果生じる1円未満の端数を切り上げる。ただし、いかなる場合においても、承継後新株予約権込金額は払込金額を上回らない。承継時の1株あたり承継後新株予約権払込金額は、次の算式により算出され、算出の結果生じる1円未満の機数を切り上げる。

1株あたり承継新株予約権払込金額-1株あたり払込金額×

割当此來

なお、承継後の完全親会社の株式分割もしくは株式併合または常備事業 おける1株あたり承継新株予約権払込金額の調整は、2.の小様あたが 払込金額を調整する算式を準用する。この場合、「当社」など完全組合 社」と、「1株あたり払込金額」は「1株あたり承継新株予約権が企業 額」と、それぞれ読み替える。

平成17年11月15日変更 平成17年11月22日登

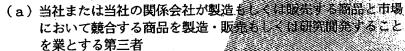
新株子約権を行使することができる期間

平成17年10月1日から平成21年9月30日まで。

- 新株予約権の行使の条件(払込価額及び行使期間を除く。)
 - 事。本新株予約権者は、1個の本新株予約権を分割して行使することはできない。
 - 新株予約権者が以下のいずれかの事項に該当する場合、本新株予約権者は本新株予約権を行使することができない。また、本新株予約権者の相続人は本新株予約権を行使することができないものとする。
 - (1) 本新株予約権者が、当社または当社の関係会社(「財務諸装等の用語、様式及び作成方法に関する規則」第8条第8項において定義される「関係会社」をいい、以下「当社関係会社」という。)の取締役または社員の地位を喪失したとき。ただし、任期満了による退任、定年による退職の場合はこれに該当しない。
 - (2) 本新株予約権者が、当社または当社の関係会社の取締役または社員 を、任期満了により退任しもしくは定年退職した後に以下のいずれ かの者の役員または社員もしくは業務受託者となったとき。

東京都新宿区中落合二丁目7番5号 HOYA株式会社

会社法人等 111-01-019599



- (b) 当社または当社の関係会社が提供する投稿と申请はおいて競争する役務を提供もしくは研究開発することを業とする第三者
- (3) 本新株予約権者が、当社または当**治関係会社**に対して課金を提訴したとき。
- (4) 本新株予約権者が、当社もしくは当社関係会社の社内規程《就業規則を含み、以下「社内規程等」という。》に違反し、当社取締役会が決定した懲戒を受けたときまたは当社もしくは当社関係会社を懲戒免職されたとき。

会社が新株予約権を消却することができる事由及び消却の条件

- 1. 当社が消滅会社となる合併契約書が承認された場合、当社が完全子会社 となる株式交換契約書承認の議案または株式移転の議案につき株主総会 で承認された場合、当社は本新株予約権を無償で消却することが添加
- 2. 行使の条件に該当しなくなったため、新株子約権の金部文は一部は一巻 行使できないものが生じた場合、当社は当該新株子約権を無償で満期で ることができる。

(会社が新株予約権を取得することができる事由及び取得の条件

- 1. 当社が消滅会社となる合併契約書が承認された場合、当社協元主権会 となる株式交換契約書承認の議案または株式移転の選集につき根本総会 「「「承認された場合、当社は本新株予約権を無償で取得する」とかでする
- 2. 行使の条件に該当しなくなったため、新株子的権の無額支援予制を表 行使できないものが生じた場合、当社候当該新株子的権を無償で取得 ることができる。

平成18年 5月 1日要更

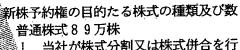
平成了6年月2月2

第5回新株予約権 新株予約権の数 2225個

東京都新宿区中落合二丁目7番5号

HOYA株式会社

会社法人等等。 111-01-019599



1. 当社が株式分割又は株式併合を行う場合は、当社は次の算式により選的 たる株式の数(以下「目的株式数」という。」を調整する。但も、なかる調整は、第5回新株予約権(以下「本新株予約権」という。)のする当該時点 で行使されていない目的株式数についてのみ行い。調整の結果生じるは株成 満の端数を切り捨てる。

調整後目的株式数=調整前目的株式数×分割まだは併合の比率

- 2. 当社が他社と吸収合併もしくは新設合併を行い本新株予約権が承継される場合、当社が他社と株式交換を行い完全親会社となる場合、またば当社が新設分割もしくは吸収分割を行う場合、当社は目的株式数を調整することができる。この場合、1. の但書を準用する。
- 3. 当社が、当社を完全子会社とする株式交換(以下「本株式交換」という。)に際して、株式交換契約書の記載に従い、本新株子約権に係わる義務を本株式交換によって完全親会社たる会社(以下「完全親会社」という。》に承継させる場合、承継時の新株予約権(以下「承継新株予約権」という。》に承継させる場合、承継時の新株予約権(以下「承継新株予約権目的株式数」という。)は、次の算式により算出され、算出の結果生じる1株未満の端数を切り様でる。

承継新株予約権 目的株式数

株式交換契約書に定める当社の株式 | 株成対 =目的株式数×する完全親会社の株式の割当さの世室(数

はお、承継後の完全親会社の株式分割もしくは株式併合またほ合併等における承継新株予約権目的株式数の調整は、1. の目的株式数を調整する第3分 性用する。この場合、「当社」は「完全親会社」を、「目的株式数」は「本 継新株予約権目的株式数」と、それぞれ読み者える。

4. 当社が、当社を完全子会社とする株式移転(以下「本体表がしてした」)に際して、株式移転の決議に従い、本新株予約権に係れる表表を主義。 転によって完全親会社たる会社に承継させる場合、3. を準用する。この場合、「株式交換」は「株式移転」と、「株式交換契約書」は「株式移転の課案」とそれぞれ読み替える。但し、株式移転の議案において別が定めら場合はこの限りではない。

各新株予約権の発行価額

無償

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人第番第 20111-01-019599

会社法人事業者 1111-01-019599

名新株予約権の行使に際して払込みをすべき金額
1. 本新株予約権1個あたりの新株予約権の行使時の払込金額(以下「払込金額」という。)は、当該時点における目的株式数1株あたりの払込金額
(以下「1株あたり払込金額」という。)に目的株式数を乗じた金額とする。1株あたりの払込金額は当初金4,150円とする。但じ、2:により1株あたりの払込金額の調整を受けることがあるが、いかなる場合においても、私込金額は当初払込金額を上回らない。
2. 当社が株式分割又は株式併合を行う場合は、当社は次の算式により1株あたり払込金額を調整し、調整の結果生ずる1円未満の端数を切り上げる。
1
調整後1株あたり払込金額=調整前1株あたり払込金額×
分割又は併合の比率

3. 当社が他社と吸収合併もしくは新設合併を行い本新株予約権が承継される場合、当社が他社と株式交換を行い完全親会社となる場合、または当社が新設分割もしくは吸収分割を行う場合、当社は1株あたり払込金額を調整することができ、調整の結果生じる1円未満の端数を切り上げる。

4. 本株式交換または本株式移転に際して、承継新株予約権1個あばりの承継新株予約権の行使時の払込金額(以下「承継新株予約権払込金額)という)は、当該時点における承継後新株予約権1株あたりの払込金額(以下)は、当該時点における承継後新株予約権1株あたりの払込金額(以下)は、一次を乗じた金額とし、算出の結果生じる1円未満の端数を切り上げる。1000年度は、京都時の1株あたり承継後新株予約権1込金額は当初長人金額を「関係はい。承継時の1株あたり承継後新株予約権1込金額は当初長人金額を「関係はい。承継時の1株あたり承継後新株予約権1込金額は、京の第10年ままり、算出され、算出の結果生じる1円未満の端数を切り上げる。

| 株あたり承継新株予約権払込金額=1株あたり払込金額×

なお、承継後の完全親会社の株式分割もしくは株式併合また場合併在となる ける1株あたり承継新株予約権払込金額の調整は、2.の1株のたりまた 額を調整する算式を準用する。この場合、「当社」は「完全親会社」を 「1株あたり払込金額」は「1株あたり承継新株予約権払込金額」と、大政 ぞれ読み替える。

新株予約権を行使することができる期間

平成18年10月1日から平成27年9月30日まで。

新株子約権の行使の条件(払込価額及び行使期間を除く。)

- 1、新株予約権の割当を受けた者は、権利行使時においても、当社または当 社子会社の取締役、執行役もしくは従業員の地位にあることを要す。だだし、 任期満了による退任、定年退職その他正当な理由のある場合にはこの限別で ない。
- 2. 新株予約権の相続は認めない。
- 3. 新株予約権の譲渡、質入その他の処分は認めない。
- 4. 新株予約権割当契約で、権利行使期間中の各年(1月1日から12月3 1日までの期間)において権利行使できる新株予約権の個数の上限または新 株予約権の行使によって発行される株式の発行価額の合計額の上限を定める ことができるものとする。
- 5. その他権利行使の条件は、新株予約権発行の取締役金決議に基づき、新 株予約権割当契約に定めるところによる。

会社が新株予約権を消却することができる事由及び推卸政業性

1. 当社が消滅会社となる合併契約書が承認されたとき、当社が完全子会社 となる株式交換契約書承認の議案ならびに株式等しの議案とつき株式総会で 承認されたときは、新株予約権を無償で消却するままができる。

多本新株予約権は、新株予約権の割当を受ける。 を該当しなくなった場合、対象者が新株予約権の金部または一部を放棄した 場合は、当社はその新株予約権を無償で消却することができる。

(会社が新株予約権を取得することができる事曲及び取得の条件)

1. 当社が消滅会社となる合併契約書が承認されたとき、当社が完全子会社 となる株式交換契約書承認の議案ならびに株式移転の議案につき株主総会で 承認されたときは、新株予約権を無償で取得することができる。

2. 本新株予約権は、新株予約権の割当を受けた者が、権利を行使する条件 に該当しなくなった場合、対象者が新株予約権の全部または一部を放棄した 場合は、当社はその新株予約権を無償で取得することができる。

平成18年 5月 1日変更 平成18年 6月22日登記

平成18年 1月13日登記

第6回新株予約権 新株予約権の数

1952個

##T約権の目的たる株式の種類及び数又はその算定方法

贈随株式 78万800株

当社が株式分割または株式併合を行う場合は、当社は次の算式により新株子約権の目的たる株式の数(以下『目的機式数』という。)を調整する。ただし、かかる調整は、第6回新株子約権(以下「本海株子約権)という。)のうち、当該時点で行使されていない。目的株式数についてのみ行い、調整の結果生じる1株未満の端数を切り捨てる。

調整後目的株式数=調整前目的株式数×分割または併合の其率

2. 当社が他社と合併、会社分割、株式交換もしくは株式移転を行う場合を たはその他やむを得ない事由が生じた場合、当社は目的株式数を合理的 な範囲で調整することができる。この場合、1. の但書を集用する。

募集新株予約権の払込金額若しくはその算定方法又は払込を要しないと対 必需 金銭の払込みを要しない。

新株予約権の行使に際して出資される財産の価額又はその算定方法

- 1. 本新株予約権1個あたりの新株予約権の行使に際して出資される財産の価額(以下「行使価額」という。)は、当該時点における目的株式数1、株あたりの行使価額(以下「1株あたり行使価額」という。)に目的株式数を乗じた金額とし、当初4,750円(以下「当初行使価額」という。)とする。ただし、いかなる場合においても、行使価額は当初行使価額を上回らない。
- 2、当社が株式分割または株式併合を行う場合、当社は次の算式により1株 あたり行使価額を調整し、調整の結果生じる1円未満の端数を切り上げ る。

3. 当社が他社と合併、会社分割、株式交換もしくは株式移転を行う場合またはその他やむを得ない事由が生じた場合、当社は1株あたり行使価額を調整することができ、調整の結果生じる1円未満の端数を切り上げる。

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号 2111-01-019599

> 新株予約権を行使することができる期間 平成19年10月1日から平成28年9月30昼ま

新株子約権の行使の条件

- 1. 本新株子約権者は、1個の本新株予約権を分割して行復することはでき ない。
- 2. 新株予約権者が以下のいずれかの事項に該当する場合、本新株予約権者 は本新株予約権を行使することができない。また、本新株予約権者の相 続人による本新株予約権の行使は認めない。
- (1) 本新株予約権者が、当社の取締役、執行後もしくは従業員または当社の関係会社(「財務諸表等の用語、様式及び作成方法に関する規則)第8条第8項において定義される「関係会社」をいい、以下「当社関係会社」という。)の取締役もしくは従業員の地位を喪失したとき。ただし、当社と本新株予約権者との間で締結される新株予約権申込証兼割当契約書に別段の定めがあるときはこの限りではない。
- (2)上記(1)ただし書の定めにかかわらず、本新株予約権者が、当社の 取締役、執行役もしくは当社関係会社の取締役を任期満了により退任 しまたは当社もしくは当社の関係会社を定年退職した後に、以下のい ずれかの者の役員もしくは従業員または業務受託者となったと
 - (i) 当社または当社の関係会社が製造または販売する商品と単場を表示 て競合する商品を製造・販売または研究開発するできる。 三者
 - (前) 当社または当社の関係会社が提供する役務と市場に担づて認識する 役務を提供または研究開発することを業とする第二者
- (3) 本新株予約権者が、当社または当社**関係会社に対して誘定を提**訴した
 - 本新株予約権者が、(i)当社もしくは当社関係会社の社内規模 は 業規則を含み、以下「社内規程等」という。1 に 選挙し、 当社もしく は当社関係会社の懲戒処分を受けたとき、またほ(i) 当在もしく 連 当社関係会社の懲戒処分に相当する事由が存在し、当社の政権を会か 本新株予約権者の本新株予約権の行使を認めない旨決議した必義に
- (5) 本新株予約権者が、本新株予約権の全部または一部を放棄したとき。 会社が新株予約権を取得することができる事由及び取得の条件
 - 1. 当社が消滅会社となる合併契約、当社が分割会社となる分割類解析 は分割計画、当社が完全子会社となる株式交換契約、また機株式移転計 画につき株主総会で承認(株主総会の承認が不要な場合には取締役会決 議または代表執行役の決定)がなされたときは、当社は、新株予約権を 無償で取得することができる。その場合における手続は、当社が定める ところによる。
 - ② 本新株予約権者が上記新株予約権の行使の条件に該当しなくなった場合、 当社は当該新株予約権を無償で取得することができる。

平成18年11月 7日発行

平成18年11月17日登記

第7回新株予約権 新株予約権の数

194個

新株予約権の目的たる株式の種類及び数又はその算定方法 普通株式 7万7600株

1. 当社が株式分割または株式併合を行う場合は、当社は次の算式により新

株予約権の目的たる株式の数(以下「目的株式数」という。)を調整する。ただし、かかる調整は、第7回新株予約権(以下「本新株予約権」という。)のうち、当該時点で行使されている。前数を数り終てる。

調整後目的株式数=調整前目的株式数×労割または併合の比率

- 2. 当社が他社と合併、会社分割、株式交換もしくは株式移転を行う場合またはその他やむを得ない事由が生じた場合、当社は目的株式数を合理的な範囲で調整することができる。この場合、1. の但書を準用する。
- 募集新株予約権の払込金額若しくはその算定方法又は払込を要しないとする旨 金銭の払込みを要しない。

新株予約権の行使に際して出資される財産の価額又はその算定方法

- 1. 本新株予約権1個あたりの新株予約権の行使に際して出資される財産の価額(以下「行使価額」という。)は、当該時点における目的株式数1 株あたりの行使価額(以下「1株あたり行使価額」という。)に目的株式数を乗じた金額とし、当初4,230円(以下「当初行使価額」という。)とする。ただし、いかなる場合においても、行使価額は当初行使価額を上回らない。
- 2. 当社が株式分割または株式併合を行う場合、当社は次の算式により。 あたり行使価額を調整し、調整の結果生じる1円未満の端数を切り上げる。

調整後1株あたり行使価額=調整前1株あたり計更価額>

分割ま/46 11~11~11

」当社が他社と合併、会社分割、株式交換もし、は株式移転を行う場合等 たはその他やむを得ない事由が生じた場合、当社は1株あまりで使価額 を調整することができ、調整の結果生じる1円未満の端数を切り上げる

新株予約権を行使することができる期間

平成20年10月1日から平成29年9月30日まで。

新株予約権の行使の条件

- 1. 本新株予約権者は、1個の本新株予約権を分割して行使することは ためない。
- 2. 新株予約権者が以下のいずれかの事項に該当する場合、本新株別権権 は本新株予約権を行使することができない。また、本新株予約権者の相 続人による本新株予約権の行使は認めない。
 - (1) 本新株予約権者が、当社の取締役、執行役もしくは従業員または当社の関係会社(「財務諸表等の用語、様式及び作成方法に関する規則」第8条第8項において定義される「関係会社」をいい、以下「当社関係会社」という。)の取締役もしくは従業員の地位を喪失したとき。ただし、当社と本新株予約権者との間で締結される新株予約権申込証兼割当契約書に別段の定めがあるときはこの限りではない。
 - (2)上記(1)ただし書の定めにかかわらず、本新株予約権者が、当社の取締役、執行役もしくは当社関係会社の取締役を任期満了により退任しまたは当社もしくは当社の関係会社を定年退職した後に、以下のいずれかの者の役員もしくは従業員または業務受託者となったとき
 - (i) 当社または当社の関係会社が製造または販売する商品と市場に おいて競合する商品を製造・販売または研究開発することを業 とする第三者
 - (ii) 当社または当社の関係会社が提供する役務と市場において競合

東京都新宿区中落合二丁目7番5号 HOYA株式会社 会社法人等番号。0111-01-01959

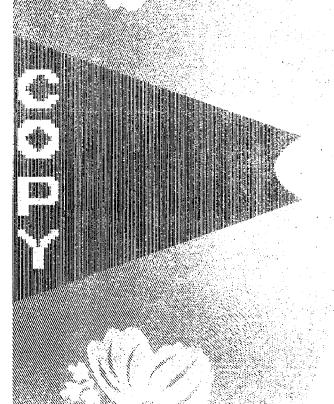
会社法人等番号	0111-01-019599	
	する役務を提供または研究開発する (3)本新株予約権者が、当社または当社関係 たとき。 (4)本新株予約権者が、(i)当社もしるは	会社に対して訴訟を提訴し
	(就業規則を含み、以下「社内規程等) もしくは当社関係会社の懲戒処分を変わ もしくは当社関係会社の懲戒処分を相当 取締役会が本新株予約権者の本新株予制 したとき。	をいう。『だ違反し、当社 たとき、または(14)当社 する事由が存在し、当社の 権の行使を認めない旨決議
	(5)本新株予約権者が、本新株予約権の全部会社が新株予約権を取得することができる事由及び1.当社が消滅会社となる合併契約、当社が分割は分割計画、当社が完全子会社となる株式交画につき株主総会で承認(株主総会の承認が議または代表執行役の決定)がなされたとき無償で取得することができる。その場合にまれてよる。	取得の条件 会社となる分割契約もしく 換契約、または株式移転計 不要な場合には取締役会決 は、当社は、新株予約権勢
	ところによる。 2. 本新株予約権者が上記新株予約権の行使の条 当社は当該新株予約権を無償で取得すること	
		平成19年11月11日発行
会社会	平成 1.8年10月1日東京都新宿区高田馬場―丁馬 サア鉄式会社に分割	2.9番9号HOYA~少文 平成1.8年10月12日登记
吸收告 件	神奈川県相模原市田名塩田一丁目17番16号HC ダクタテクノロジーズ株式会社を合併	YAアドバンズ トと、1991年 平成18年 3 周 3 / IA 登 記
	平成20年3月31日東京都板橋区前野町二丁目 会社を合併	1.6番9号ペンタック (A) 平成20年 3月31日 第18
取締役会設置会社に関する事項	取締役会設置会社	平成17年法律第8/7号第1 36条の規定により平成18 年 5月 1日登記
委員会設置会社は 関する事項	委員会等設置会社 平成15年 6月20日設定	平成15年 6月23日登記
	委員会設置会社	平成 18年法務省令第15号 の規定により平成18年 5 月 1日登記
会計監査人設置釜 社に関する事項	会計監査人設置会社	平成18年 6月22日登記

東京都新宿区中落合二丁目7番5号 HOYA株式会社

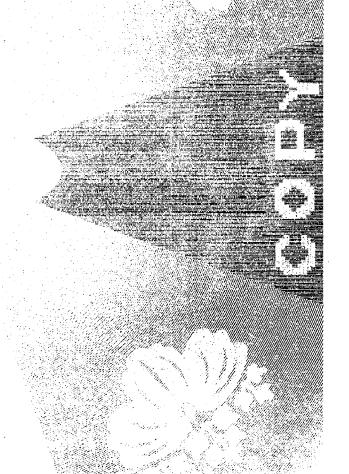
登記記録に関する

平成元年法務省令第15号附則第3項の規定により

華成 9年 2月20日移記



RECORDED: 05/07/2008



されば登記簿に記録されている閉鎖されていない事項の全部であることを証明 12大書面である。

平成20年 4月 9日 東京法務局新宿出張所 登記官

大小原憲二



PATENT

REEL: 020942 FRAME: 0087