

本ファイルでは、当行の海外連結子会社が発行した劣後債等に関する契約内容を、取引種類毎にまとめて記載しております。対象となる劣後債等は、掲載順に以下のとおりです。

- MUFG Union Bank, N.A. (注1) 発行の米ドル建期限付劣後債
- Pacific Crest Capital Trust I (注2) 発行の Trust Preferred 証券 (注3)
- Pacific Crest Capital Trust II (注4) 発行の Trust Preferred 証券
- Pacific Crest Capital Trust III (注5) 発行の Trust Preferred 証券
- Pacific Capital Statutory Trust I (注6) 発行の Trust Preferred 証券

(注1) MUFG Union Bank, N.A. は、当行 100%出資の銀行持株会社 MUFG Americas Holdings Corporation 傘下の米銀です。なお、平成 26 年 7 月 1 日付で Union Bank, N.A. および UnionBanCal Corporation はそれぞれ MUFG Union Bank, N.A. および MUFG Americas Holdings Corporation へ改称しております。

(注3) Trust Preferred 証券 (トラスト型優先証券) は、2012 年までの米国自己資本規制下では Tier1 資本としての算入が認められていた証券です。  
当行ではバーゼルⅢ規制上の適格旧 Tier2 資本調達手段として自己資本に算入しております。

(注2) (注4) (注5) (注6)

いずれも、(注3) でご説明した Trust Preferred 証券発行のため、米国デラウェア州法に基づき設立されたビジネストラストです。

以下に掲載する各明細の項目番号 8「自己資本に係る基礎項目の額に算入された額」の数値は、平成 24 年 3 月 30 日公布金融庁告示第 28 号（「銀行法第 14 条の 2 に基づき、銀行がその保有する資産等に照らし自己資本の充実の状況が適当であるかどうかを判断するための基準等の一部を改正する件」）の附則第 3 条に定める経過措置による算入制限を反映しておりません。同経過措置については、ウェブページに別添の『「自己資本に係る基礎項目の額に算入された額」に関する注記』をご参照下さい。

MUFG Union Bank, N.A. 発行の米ドル建期限付劣後債

1	発行者	MUFG Union Bank, N.A.
2	識別のために付された番号、記号その他の符号	US90520GAA40
3	準拠法	米国法（ニューヨーク州法）
	規制上の取扱い	
4	平成三十四年三月三十日までの期間における自己資本に係る基礎項目の額への算入に係る取扱い	Tier2
5	平成三十四年三月三十一日以降における自己資本に係る基礎項目の額への算入に係る取扱い	(不算入)
6	自己資本比率の算出において自己資本に算入する者	三菱UFJフィナンシャル・グループ 三菱東京UFJ銀行 MUFG Americas Holdings Corporation
7	銘柄、名称又は種類	米ドル建期限付劣後債
8	自己資本に係る基礎項目の額に算入された額	
	連結自己資本比率	231百万米ドル
	単体自己資本比率	—
9	額面総額	700百万米ドル
10	表示される科目の区分	
	連結貸借対照表	負債
	単体貸借対照表	—
11	発行日	2006年5月11日
12	償還期限の有無	有
13	その日付	2016年5月11日
14	償還等を可能とする特約の有無	無
15	初回償還可能日及びその償還金額	—
	特別早期償還特約の対象となる事由及びその償還金額	—
16	任意償還可能日のうち初回償還可能日以外のものに関する概要	—
	剰余金の配当又は利息の支払	
17	配当率又は利率の種別	固定
18	配当率又は利率	5.95%
19	配当等停止条項の有無	無
20	剰余金の配当又は利息の支払の停止に係る発行者の裁量の有無	裁量なし
21	ステップ・アップ金利等に係る特約その他の償還等を行う蓋然性を高める特約の有無	無
22	未配当の剰余金又は未払の利息に係る累積の有無	—

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23	他の種類の資本調達手段への転換に係る特約の有無	無
24	転換が生じる場合	—
25	転換の範囲	—
26	転換の比率	—
27	転換に係る発行者の裁量の有無	—
28	転換に際して交付される資本調達手段の種類	—
29	転換に際して交付される資本調達手段の発行者	—
30	元本の削減に係る特約の有無	無
31	元本の削減が生じる場合	—
32	元本の削減が生じる範囲	—
33	元本回復特約の有無	—
34	その概要	—
35	残余財産の分配又は倒産手続における債務の弁済若しくは変更について優先的内容を有する他の種類の資本調達手段のうち、最も劣後的内容を有するものの名称又は種類	一般債務
36	非充足資本要件の有無	有
37	非充足資本要件の内容	実質破綻認定時損失吸収条項
38	その他の特約等	「劣後特約」、「期限の利益喪失に関する特約」： 以下の『Offering Circular 抜粋』 をご参照下さい。

『Offering Circular 抜粋』

(注記：以下において、「the Bank」とはMUFG Union Bank, N.A.をいいます。)

(劣後特約)

The indebtedness evidenced by the Subordinated Notes, including the principal of, premium, if any, and interest on such Subordinated Notes, will be unsecured and subordinate and junior in right of payment to the Bank's obligations to its depositors, its obligations under banker's acceptances, letters of credit and senior notes, and its obligations to its other creditors (including its obligations to any Federal Reserve Bank, the Federal Deposit Insurance Corporation (the "FDIC") and any rights acquired by the FDIC as a result of loans made by the FDIC to the Bank or the purchase or guarantee of any of its assets by the FDIC pursuant to the provisions of 12 U.S.C. Section 1823(c), (d) or (e)), whether now outstanding or hereafter incurred, other than any obligations which by their express terms rank on a parity with, or junior to, such Subordinated Notes. In the event of any insolvency, receivership, conservatorship, reorganization, readjustment of debt, marshaling of assets and liabilities or similar proceedings or any liquidation or winding up of or relating to the Bank, whether voluntary or involuntary, all such obligations (except obligations which rank on a parity with, or junior to, the Subordinated Notes) shall be entitled to be paid in full before any payment shall be made on account of the principal of, premium, if any, or interest on such Subordinated Notes. In the event of any such proceedings, after payment in full of all sums owing on such prior obligations, the holders of the Subordinated Notes, together with the holders of any obligations of the Bank ranking on a parity with such Subordinated Notes, shall be entitled to be paid from the remaining assets of the Bank, the unpaid principal of, premium, if any, and interest on such Subordinated Notes or such other obligations before any payment or other distribution, whether in cash, property, or otherwise, shall be made on account of any capital stock or any obligations of the Bank ranking junior to such Subordinated Notes. The Subordinated Notes will not contain any limitation on the amount of senior debt, deposits or other obligations which rank on a parity with or senior to the Subordinated Notes that may be hereafter incurred by the Bank. The Subordinated Notes will be ineligible as collateral to secure a loan from the Bank.

(期限の利益喪失に関する特約)

An “Event of Default” with respect to a Subordinated Note will occur only if the Bank shall consent to, or a court or governmental agency or authority shall enter a decree or order for, the appointment of a receiver or other similar official (other than a conservator) in any liquidation, insolvency or similar proceeding with respect to the Bank or all or substantially all of its property and, in the case of a decree or order, such decree or order shall have remained in force for a period of 60 calendar days.

No payment may be made on the Subordinated Notes in the event of acceleration resulting from an Event of Default without the prior written approval of the Office of the Comptroller of the Currency. There is no right of acceleration in the case of default in the payment of principal of, premium, if any, or interest on the Subordinated Notes or in the performance of any other obligation of the Bank under the Subordinated Notes or the Issuing and Paying Agency Agreement.

Pacific Crest Capital Trust I (PCCT I) 発行の Trust Preferred 証券

1	発行者	Pacific Crest Capital Trust I
2	識別のために付された番号、記号その他の符号	—
3	準拠法	米国法 (ニューヨーク州法)
	規制上の取扱い	
4	平成三十四年三月三十日までの期間における自己資本に係る基礎項目の額への算入に係る取扱い	Tier2
5	平成三十四年三月三十一日以降における自己資本に係る基礎項目の額への算入に係る取扱い	(不算入)
6	自己資本比率の算出において自己資本に算入する者	三菱 UFJ フィナンシャル・グループ 三菱東京 UFJ 銀行 MUFG Americas Holdings Corporation
7	銘柄、名称又は種類	米国における Trust Preferred 証券
8	自己資本に係る基礎項目の額に算入された額	
	連結自己資本比率	13 百万米ドル
	単体自己資本比率	—
9	額面総額	13 百万米ドル
10	表示される科目の区分	
	連結貸借対照表	負債
	単体貸借対照表	—
11	発行日	2003 年 3 月 20 日
12	償還期限の有無	有
13	その日付	2033 年 3 月 20 日
14	償還等を可能とする特約の有無	有
15	初回償還可能日及びその償還金額	・ 2008 年 3 月の配当支払日 ・ 額面金額で償還
	特別早期償還特約の対象となる事由及びその償還金額	資本事由 (資本適格事由)、1940 年 Investment Company Act 抵触事由、又は税務事由 / 特別事由の場合、当局の事前承認を得た上で、元本全額償還可。償還価額は額面金額。
16	任意償還可能日のうち初回償還可能日以外のものに関する概要	2008 年 6 月以降の配当支払日
	剰余金の配当又は利息の支払	
17	配当率又は利率の種別	固定から変動
18	配当率又は利率	2008 年 3 月の配当支払日まで 6.335% 2008 年 6 月以降の配当支払日 3 ヶ月米ドル LIBOR+3.25%
19	配当等停止条項の有無	有
20	剰余金の配当又は利息の支払の停止に係る発行者の裁量の有無	部分裁量
21	ステップ・アップ金利等に係る特約その他の償還等を行う蓋然性を高める特約の有無	無
22	未配当の剰余金又は未払の利息に係る累積の有無	有

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23	他の種類の資本調達手段への転換に係る特約の有無	無
24	転換が生じる場合	—
25	転換の範囲	—
26	転換の比率	—
27	転換に係る発行者の裁量の有無	—
28	転換に際して交付される資本調達手段の種類	—
29	転換に際して交付される資本調達手段の発行者	—
30	元本の削減に係る特約の有無	無
31	元本の削減が生じる場合	—
32	元本の削減が生じる範囲	—
33	元本回復特約の有無	—
34	その概要	—
35	残余財産の分配又は倒産手続における債務の弁済若しくは変更について優先的内容を有する他の種類の資本調達手段のうち、最も劣後的内容を有するものの名称又は種類	上位劣後債務 (期限付劣後債務)
36	非充足資本要件の有無	有
37	非充足資本要件の内容	実質破綻認定時損失吸収条項
38	その他の特約等	「配当支払に関する特約」、「劣後特約及び弁済の条件」： 以下の『Trust Preferred 証券に係る Indenture 抜粋 (PCCT I 及び PCCT II 用)』をご参照下さい。

『Trust Preferred 証券に係る Indenture 抜粋』 (PCCT I 及び PCCT II 用)

(注記：以下において、「the Company」とは Trust Preferred 証券の元利払いを最終的に担保することにより、当該証券による調達を自己資本比率に算入している銀行乃至銀行持株会社を指します。)

(配当支払に関する特約)

So long as no Event of Default has occurred and is continuing, the Company shall have the right, at any time and from time to time during the term of this security, to defer the payment of interest on this security for a period of up to twenty (20) consecutive quarterly interest payment periods (each such period, an "Extension Period"), during which Extension Period(s), no interest shall be due and payable (except any additional tax sums that otherwise may be due and payable). No Extension Period shall end on a date other than an interest payment date, and no Extension Period shall extend beyond the stated maturity of the principal of this security. No interest shall be due and payable during an Extension Period, except at the end thereof, but each installment of interest that would otherwise have been due and payable during such Extension Period shall bear additional interest (to the extent payment of such interest would be legally enforceable) at an annual rate equal to the interest rate applicable during such Extension Period, compounded quarterly, from the dates on which amounts would have otherwise been due and payable until paid or made available for payment. At the end of any such Extension Period, the Company shall pay all interest then accrued and unpaid on this security, together with such additional interest.

During any such Extension Period, the Company shall not (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal of or any interest or premium on or repay, repurchase or redeem any debt securities of the Company that rank *pari passu* in all respects with or junior in interest to this security.

"Event of Default" means, wherever used herein with respect to the security, any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest upon any security, including any additional interest in respect thereof, when it becomes due and payable, and continuance of such default for a period of thirty (30) days (subject to the deferral of any due date in the case of an Extension Period); or

(b) default in the payment of the principal of or any premium on any security at its maturity; or

(c) default in the performance, or breach, of any covenant or warranty of the Company in this Indenture and continuance of such default or breach for a period of thirty (30) days after there has been given, by registered or certified mail, to the Company by the trustee or to the Company and the trustee by the holders of at least twenty five percent (25%) in aggregate principal amount of the outstanding security a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(d) the entry by a court having jurisdiction in the premises of a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

(e) the institution by the Company of proceedings to be adjudicated a bankrupt or insolvent, or the consent by the Company to the institution of bankruptcy or insolvency proceedings against it, or the filing by the Company of a petition or answer or consent seeking reorganization or relief under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due and its willingness to be adjudicated a bankrupt or insolvent, or the taking of corporate action by the Company in furtherance of any such action.

(f) the trust shall have voluntarily or involuntarily liquidated, dissolved, wound-up its business or otherwise terminated its existence, except in connection with (1) the distribution of the security to holders of the preferred securities in liquidation of their interests in the trust, (2) the redemption of all of the outstanding preferred securities or (3) certain mergers, consolidations or amalgamations, each as and to the extent permitted by the trust agreement.

(劣後特約及び弁済の条件)

The indebtedness evidenced by this security is subordinate and junior in right of payment to the prior payment in full of all senior debt, and this security is issued subject to the provisions hereunder.

(a) In the event and during the continuation of any default by the Company in the payment of any principal of or any premium or interest on any senior debt (following any grace period, if applicable) when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration of acceleration or otherwise, then, upon written notice of such default to the Company by the holders of such senior debt or any trustee therefor, unless and until such default shall have been cured or waived or shall have ceased to exist, no direct or indirect payment (in cash, property, securities, by set-off or otherwise) shall be made or agreed to be made on account of the principal of or any premium or interest (including any additional interest) on the security, or in respect of any redemption, repayment, retirement, purchase or other acquisition of the security.

(b) In the event of a bankruptcy, insolvency or other proceeding described in clause (d) or (e) of the

definition of Event of Default (each such event, if any, herein sometimes referred to as a "*Proceeding*"), all senior debt (including any interest thereon accruing after the commencement of any such proceedings) shall first be paid in full before any payment or distribution, whether in cash, securities or other property, shall be made to any holder of the security on account thereof. Any payment or distribution, whether in cash, securities or other property (other than securities of the Company or any other entity provided for by a plan of reorganization or readjustment the payment of which is subordinate, at least to the extent provided in these subordination provisions with respect to the indebtedness evidenced by the security, to the payment of all senior debt at the time outstanding and to any securities issued in respect thereof under any such plan of reorganization or readjustment), which would otherwise (but for these subordination provisions) be payable or deliverable in respect of the security shall be paid or delivered directly to the holders of senior debt in accordance with the priorities then existing among such holders until all senior debt (including any interest thereon accruing after the commencement of any Proceeding) shall have been paid in full.

(c) In the event of any Proceeding, after payment in full of all sums owing with respect to senior debt, the holders of the security, together with the holders of any obligations of the Company ranking on a parity with the security, shall be entitled to be paid from the remaining assets of the Company the amounts at the time due and owing on account of unpaid principal of and any premium and interest (including any additional interest) on the security and such other obligations before any payment or other distribution, whether in cash, property or otherwise, shall be made on account of any capital stock or any obligations of the Company ranking junior to the security and such other obligations. If, notwithstanding the foregoing, any payment or distribution of any character or any security, whether in cash, securities or other property (other than securities of the Company or any other entity provided for by a plan of reorganization or readjustment the payment of which is subordinate, at least to the extent provided in these subordination provisions with respect to the indebtedness evidenced by the security, to the payment of all senior debt at the time outstanding and to any securities issued in respect thereof under any such plan of reorganization or readjustment) shall be received by the trustee or any holder in contravention of any of the terms hereof and before all senior debt shall have been paid in full, such payment or distribution or security shall be received in trust for the benefit of, and shall be paid over or delivered and transferred to, the holders of the senior debt at the time outstanding in accordance with the priorities then existing among such holders for application to the payment of all senior debt remaining unpaid, to the extent necessary to pay all such senior debt (including any interest thereon accruing after the commencement of any Proceeding) in full. In the event of the failure of the trustee or any holder to endorse or assign any such payment, distribution or security, each holder of senior debt is hereby irrevocably authorized to endorse or assign the same.



Pacific Crest Capital Trust II (PCCTII) 発行の Trust Preferred 証券

1	発行者	Pacific Crest Capital Trust II
2	識別のために付された番号、記号その他の符号	—
3	準拠法	米国法 (ニューヨーク州法)
	規制上の取扱い	
4	平成三十四年三月三十日までの期間における自己資本に係る基礎項目の額への算入に係る取扱い	Tier2
5	平成三十四年三月三十一日以降における自己資本に係る基礎項目の額への算入に係る取扱い	(不算入)
6	自己資本比率の算出において自己資本に算入する者	三菱 UFJ フィナンシャル・グループ 三菱東京 UFJ 銀行 MUFG Americas Holdings Corporation
7	銘柄、名称又は種類	米国における Trust Preferred 証券
8	自己資本に係る基礎項目の額に算入された額	
	連結自己資本比率	6 百万米ドル
	単体自己資本比率	—
9	額面総額	6 百万米ドル
10	表示される科目の区分	
	連結貸借対照表	負債
	単体貸借対照表	—
11	発行日	2003 年 4 月 23 日
12	償還期限の有無	有
13	その日付	2033 年 4 月 30 日
14	償還等を可能とする特約の有無	有
15	初回償還可能日及びその償還金額	・ 2008 年 4 月の配当支払日 ・ 額面金額で償還
	特別早期償還特約の対象となる事由及びその償還金額	資本事由 (資本適格事由)、1940 年 Investment Company Act 抵触事由、又は税務事由 / 特別事由の場合、当局の事前承認を得た上で、元本全額償還可。償還価額は額面金額。
16	任意償還可能日のうち初回償還可能日以外のものに関する概要	2008 年 7 月以降の配当支払日
	剰余金の配当又は利息の支払	
17	配当率又は利率の種別	固定から変動
18	配当率又は利率	2008 年 4 月の配当支払日まで 6.58% 2008 年 7 月以降の配当支払日 3 ヶ月米ドル LIBOR+3.15%
19	配当等停止条項の有無	有
20	剰余金の配当又は利息の支払の停止に係る発行者の裁量の有無	部分裁量
21	ステップ・アップ金利等に係る特約その他の償還等を行う蓋然性を高める特約の有無	無
22	未配当の剰余金又は未払の利息に係る累積の有無	有

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23	他の種類の資本調達手段への転換に係る特約の有無	無
24	転換が生じる場合	—
25	転換の範囲	—
26	転換の比率	—
27	転換に係る発行者の裁量の有無	—
28	転換に際して交付される資本調達手段の種類	—
29	転換に際して交付される資本調達手段の発行者	—
30	元本の削減に係る特約の有無	無
31	元本の削減が生じる場合	—
32	元本の削減が生じる範囲	—
33	元本回復特約の有無	—
34	その概要	—
35	残余財産の分配又は倒産手続における債務の弁済若しくは変更について優先的内容を有する他の種類の資本調達手段のうち、最も劣後的内容を有するものの名称又は種類	上位劣後債務 (期限付劣後債務)
36	非充足資本要件の有無	有
37	非充足資本要件の内容	実質破綻認定時損失吸収条項
38	その他の特約等	「配当支払に関する特約」、「劣後特約及び弁済の条件」： PCCT I の掲載ページにあります 『Trust Preferred 証券に係る Indenture 抜粋 (PCCT I 及び PCCT II 用)』をご参照下さい。

Pacific Crest Capital TrustⅢ (PCCTⅢ) 発行の Trust Preferred 証券

1	発行者	Pacific Crest Capital TrustⅢ
2	識別のために付された番号、記号その他の符号	—
3	準拠法	米国法 (ニューヨーク州法)
	規制上の取扱い	
4	平成三十四年三月三十日までの期間における自己資本に係る基礎項目の額への算入に係る取扱い	Tier2
5	平成三十四年三月三十一日以降における自己資本に係る基礎項目の額への算入に係る取扱い	(不算入)
6	自己資本比率の算出において自己資本に算入する者	三菱 UFJ フィナンシャル・グループ 三菱東京 UFJ 銀行 MUFG Americas Holdings Corporation
7	銘柄、名称又は種類	米国における Trust Preferred 証券
8	自己資本に係る基礎項目の額に算入された額	
	連結自己資本比率	10 百万米ドル
	単体自己資本比率	—
9	額面総額	10 百万米ドル
10	表示される科目の区分	
	連結貸借対照表	負債
	単体貸借対照表	—
11	発行日	2003 年 8 月 12 日
12	償還期限の有無	有
13	その日付	2033 年 10 月 8 日
14	償還等を可能とする特約の有無	有
15	初回償還可能日及びその償還金額	・ 2008 年 10 月の配当支払日 ・ 額面金額で償還
	特別早期償還特約の対象となる事由及びその償還金額	資本事由 (資本適格事由)、1940 年 Investment Company Act 抵触事由、又は税務事由 / 特別事由の場合、当局の事前承認を得た上で、元本全額償還可。 尚、償還価額は本証券に定められた Special Redemption Price による。
16	任意償還可能日のうち初回償還可能日以外のものに関する概要	2009 年 1 月以降の配当支払日

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	剰余金の配当又は利息の支払	
17	配当率又は利率の種別	固定から変動
18	配当率又は利率	2008年10月の配当支払日まで 6.80% 2009年1月以降の配当支払日 3ヵ月米ドルLIBOR+3.10%
19	配当等停止条項の有無	有
20	剰余金の配当又は利息の支払の停止に係る発行者の裁量の有無	部分裁量
21	ステップ・アップ金利等に係る特約その他の償還等を行う蓋然性を高める特約の有無	無
22	未配当の剰余金又は未払の利息に係る累積の有無	有
23	他の種類の資本調達手段への転換に係る特約の有無	無
24	転換が生じる場合	—
25	転換の範囲	—
26	転換の比率	—
27	転換に係る発行者の裁量の有無	—
28	転換に際して交付される資本調達手段の種類	—
29	転換に際して交付される資本調達手段の発行者	—
30	元本の削減に係る特約の有無	無
31	元本の削減が生じる場合	—
32	元本の削減が生じる範囲	—
33	元本回復特約の有無	—
34	その概要	—
35	残余財産の分配又は倒産手続における債務の弁済若しくは変更について優先的内容を有する他の種類の資本調達手段のうち、最も劣後的内容を有するものの名称又は種類	上位劣後債務 (期限付劣後債務)
36	非充足資本要件の有無	有
37	非充足資本要件の内容	実質破綻認定時損失吸収条項
38	その他の特約等	「配当支払に関する特約」、「劣後特約及び弁済の条件」： 以下の『Trust Preferred 証券に係る Indenture 抜粋 (PCCTⅢ及びPCST I用)』をご参照下さい。

『Trust Preferred 証券に係る Indenture 抜粋』(PCCTⅢ及びPCST I用)

(注記：以下において、「the Company」とは Trust Preferred 証券の元利払いを最終的に担保することにより、当該証券による調達を自己資本比率に算入している銀行乃至銀行持株会社を指します。)

(配当支払に関する特約)

So long as no Event of Default has occurred and is continuing, the Company shall have the right, from time to time, and without causing an Event of Default, to defer payments of interest on the security by extending the interest payment period on the security at any time and from time to time during the term of the security, for up to 20 consecutive quarterly periods (each such extended interest payment period, an “Extension Period”), during which Extension Period no interest (including

additional interest) shall be due and payable (except any additional sums that may be due and payable). No Extension Period may end on a date other than an interest payment date. During an Extension Period, interest will continue to accrue on the security, and interest on such accrued interest will accrue at an annual rate equal to the interest rate in effect for such Extension Period, compounded quarterly from the date such interest would have been payable were it not for the Extension Period, to the extent permitted by law (such interest referred to herein as “Additional Interest”). At the end of any such Extension Period the Company shall pay all interest then accrued and unpaid on the security (together with Additional Interest thereon); provided, however, that no Extension Period may extend beyond the maturity date; provided further, however, that during any such Extension Period, the Company shall not and shall not permit any affiliate to (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company’s or such affiliate’s capital stock (other than payments of dividends or distributions to the Company) or make any guarantee payments with respect to the foregoing or (ii) make any payment of principal of or interest or premium, if any, on or repay, repurchase or redeem any debt securities of the Company or any affiliate that rank *pari passu* in all respects with or junior in interest to the security (other than, with respect to clauses (i) or (ii) above, (a) repurchases, redemptions or other acquisitions of shares of capital stock of the Company in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of one or more employees, officers, directors or consultants, in connection with .... (以下省略)

“Event of Default,” wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) the Company defaults in the payment of any interest upon any security, including any Additional Interest in respect thereof, following the nonpayment of any such interest for twenty or more consecutive distribution periods; or
- (b) the Company defaults in the payment of all or any part of the principal of (or premium, if any, on) any security as and when the same shall become due and payable either at maturity, upon redemption, by declaration of acceleration or otherwise; or
- (c) the Company defaults in the performance of, or breaches, any of its covenants or agreements in this Indenture or in the terms of the security established as contemplated in this Indenture (other than a covenant or agreement a default in whose performance or whose breach is elsewhere in this section specifically dealt with), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the trustee or to the Company and the trustee by the holders of at least 25% in aggregate principal amount of the outstanding security, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder; or
- (d) a court of competent jurisdiction shall enter a decree or order for relief in respect of the Company in an involuntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of 90 consecutive days; or
- (e) the Company shall commence a voluntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or of any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due; or
- (f) the trust shall have voluntarily or involuntarily liquidated, dissolved, wound-up its business

or otherwise terminated its existence except in connection with (i) the distribution of the security to holders of such trust securities in liquidation of their interests in the trust, (ii) the redemption of all of the outstanding trust securities or (iii) certain mergers, consolidations or amalgamations, each as permitted by the declaration.

(劣後特約及び弁済の条件)

The payment by the Company of the principal of, and premium, if any, and interest on this security shall, to the extent and in the manner hereinafter set forth, be subordinated and junior in right of payment to the prior payment in full of all senior indebtedness of the Company, whether outstanding at the date of this Indenture or thereafter incurred.

In the event and during the continuation of any default by the Company in the payment of principal, premium, interest or any other payment due on any senior indebtedness of the Company following any grace period, or in the event that the maturity of any senior indebtedness of the Company has been accelerated because of a default and such acceleration has not been rescinded or canceled and such senior indebtedness has not been paid in full, then, in either case, no payment shall be made by the Company with respect to the principal (including redemption) of, or premium, if any, or interest on the security.

Upon any payment by the Company or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to creditors upon any dissolution or winding-up or liquidation or reorganization of the Company, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings, all amounts due upon all senior indebtedness of the Company shall first be paid in full, or payment thereof provided for in money in accordance with its terms, before any payment is made by the Company, on account of the principal (and premium, if any) or interest on the security. Upon any such dissolution or winding-up or liquidation or reorganization, any payment by the Company, or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to which the security holders or the trustee would be entitled to receive from the Company, except for the provisions of this Article, shall be paid by the Company, or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other person making such payment or distribution, or by the security holders or by the trustee under this Indenture if received by them or it, directly to the holders of senior indebtedness (*pro rata* to such holders on the basis of the respective amounts of senior indebtedness held by such holders, as calculated by the Company) or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such senior indebtedness may have been issued, as their respective interests may appear, to the extent necessary to pay such senior indebtedness in full, in money or money's worth, after giving effect to any concurrent payment or distribution to or for the holders of such senior indebtedness, before any payment or distribution is made to the security holders or to the trustee.

In the event that, notwithstanding the foregoing, any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, prohibited by the foregoing, shall be received by the trustee before all senior indebtedness is paid in full, or provision is made for such payment in money in accordance with its terms, such payment or distribution shall be held in trust for the benefit of and shall be paid over or delivered to the holders of such senior indebtedness or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such senior indebtedness may have been issued, as their respective interests may appear, as calculated by the Company, for application to the payment of all senior indebtedness, remaining unpaid to the extent necessary to pay such senior indebtedness in full in money in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the benefit of the holders of such senior indebtedness.

Pacific Capital Statutory Trust I (PCST I) 発行の Trust Preferred 証券

1	発行者	Pacific Capital Statutory Trust I
2	識別のために付された番号、記号その他の符号	—
3	準拠法	米国法 (ニューヨーク州法)
	規制上の取扱い	
4	平成三十四年三月三十日までの期間における自己資本に係る基礎項目の額への算入に係る取扱い	Tier2
5	平成三十四年三月三十一日以降における自己資本に係る基礎項目の額への算入に係る取扱い	(不算入)
6	自己資本比率の算出において自己資本に算入する者	三菱UFJ フィナンシャル・グループ 三菱東京UFJ銀行 MUFG Americas Holdings Corporation
7	銘柄、名称又は種類	米国における Trust Preferred 証券
8	自己資本に係る基礎項目の額に算入された額	
	連結自己資本比率	35 百万米ドル
	単体自己資本比率	—
9	額面総額	39 百万米ドル
10	表示される科目の区分	
	連結貸借対照表	負債
	単体貸借対照表	—
11	発行日	2006 年 7 月 5 日
12	償還期限の有無	有
13	その日付	2036 年 9 月 15 日
14	償還等を可能とする特約の有無	有
15	初回償還可能日及びその償還金額	・ 2011 年 9 月の配当支払日 ・ 額面金額で償還
	特別早期償還特約の対象となる事由及びその償還金額	資本事由 (資本適格事由)、1940 年 Investment Company Act 抵触事由、又は税務事由 / 特別事由の場合、当局の事前承認を得た上で、元本全額償還可。 尚、償還価額は本証券に定められた Special Redemption Price による。
16	任意償還可能日のうち初回償還可能日以外のものに関する概要	2011 年 12 月以降の配当支払日
	剰余金の配当又は利息の支払	
17	配当率又は利率の種別	変動
18	配当率又は利率	3 ヶ月米ドル LIBOR+1.70%
19	配当等停止条項の有無	有
20	剰余金の配当又は利息の支払の停止に係る発行者の裁量の有無	部分裁量
21	ステップ・アップ金利等に係る特約その他の償還等を行う蓋然性を高める特約の有無	無
22	未配当の剰余金又は未払の利息に係る累積の有無	有

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23	他の種類の資本調達手段への転換に係る特約の有無	無
24	転換が生じる場合	—
25	転換の範囲	—
26	転換の比率	—
27	転換に係る発行者の裁量の有無	—
28	転換に際して交付される資本調達手段の種類	—
29	転換に際して交付される資本調達手段の発行者	—
30	元本の削減に係る特約の有無	無
31	元本の削減が生じる場合	—
32	元本の削減が生じる範囲	—
33	元本回復特約の有無	—
34	その概要	—
35	残余財産の分配又は倒産手続における債務の弁済若しくは変更について優先的内容を有する他の種類の資本調達手段のうち、最も劣後的内容を有するものの名称又は種類	上位劣後債務 (期限付劣後債務)
36	非充足資本要件の有無	有
37	非充足資本要件の内容	実質破綻認定時損失吸収条項
38	その他の特約等	「配当支払に関する特約」、「劣後特約及び弁済の条件」： PCCT III の掲載ページにあります 『Trust Preferred 証券に係る Indenture 抜粋 (PCCT III 及び PCST I 用)』をご参照下さい。