

本ファイルでは、当行の100%出資子会社でオランダ自治領アルーバに設立されたUFJ Finance Aruba A. E. C. が発行した劣後債に関する契約内容を記載しております。対象となる劣後債は、以下のとおりです。

- ・ 期限付劣後債（任意期限前償還条項無）

期限付劣後債（任意期限前償還条項無）

1	発行者	UFJ Finance Aruba A. E. C.
2	識別のために付された番号、記号その他の符号	US902671AA45
3	準拠法	米国法（ニューヨーク州法） （ただし、劣後条項に関しては、 日本法に従う）
	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
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	72 百万米ドル
	単体自己資本比率	72 百万米ドル
9	額面総額 （本類型に分類される取引の総額）	1,250 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	負債
11	発行日	2003年7月25日
12	償還期限の有無	有
13	その日付	2013年7月15日
14	償還等を可能とする特約の有無	特別早期償還特約のみ有
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	税務事由の場合（*）、当局の事前承認を得た上で元本全額弁済 （*）⇒ 欄外の注釈ご参照
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	—

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（\*）税務事由とは、「社債発行後の税制変更により、自己の支配の及ばない理由で、源泉徴収、控除等によりグロスアップのための追加金額の支払いが必要となったとき」をいいます。

	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	6.75%
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	—
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」： 本ファイル末尾の『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」とは発行時のUFJ銀行、現在の三菱東京UFJ銀行をいいます。)

### (概要)

The notes will constitute unsecured obligations of UFJ Finance Aruba. Payment of principal and interest on the notes will be guaranteed by the New York branch of the Bank. Upon the occurrence of a subordination event as described in this offering circular, any amounts payable under the New York branch's guarantee will be subordinated in right of payment to the prior payment of all senior indebtedness, including deposits, of the Bank and its New York branch.

Payment of the principal of the notes may be accelerated only in the case of the bankruptcy, corporate reorganization or civil rehabilitation of the bank or the winding-up or dissolution of UFJ Finance Aruba or the Bank. There is no right of acceleration of the payment of principal of the notes upon a default in the payment of interest or in the performance of any covenant by UFJ Finance Aruba, the Bank or its New York branch. The notes are not redeemable prior to maturity, except in the event of a change in the tax laws of Japan or Aruba that would require UFJ Finance Aruba or the New York branch of the Bank to make additional payments.

### (劣後特約)

The New York branch of the Bank will irrevocably and unconditionally guarantee the due payment of the principal of and interest on the notes on a subordinated basis.

Upon the occurrence of a subordination event, as defined below, the obligations of the Bank and its New York branch pursuant to the guarantees shall be subordinated in right of payment to all senior indebtedness and, so long as the subordination event continues, no payment will be made under the guarantees unless and until (i) in the case of subordination event (a) below, the total amount of any and all senior indebtedness of the Bank which is listed on the final distribution list submitted to the court in the bankruptcy proceedings shall have been assured to be paid in full out of the amounts available for distribution in the bankruptcy proceedings, including distributions and escrow in the competent authority, (ii) in the case of subordination event (b) below, the total amount of any and all senior indebtedness which is listed on the corporate reorganization plan of the Bank at the time when the court's approval of the plan becomes final and conclusive shall have been paid in full in the corporate reorganization proceedings to the extent that the liabilities shall have been fixed, (iii) in the case of subordination event (c) below, the total amount of any and all senior indebtedness which is listed on the civil rehabilitation plan of the Bank at the time when the court's approval of the plan becomes final and conclusive shall have been paid in full in the civil rehabilitation proceedings to the extent that the liabilities shall have been fixed (provided, however, that if the court finally and conclusively approves summary rehabilitation proceedings (*kani saisei*), consent rehabilitation proceedings (*douji saisei*) or the cancellation of the rehabilitation plan (*saisei keikaku no torikeshi*), or the rehabilitation proceedings are finally and conclusively cancelled (*kaishi kettei no torikeshi*) or discontinued (*haishi*) by the court, a subordination event as described in clause (c) of the definition of subordination event below shall not apply and shall be deemed not to have occurred), or (iv) in the case of subordination event (d) below, conditions equivalent to those set forth in (i), (ii) or (iii) above have been fulfilled; provided that notwithstanding any provision herein to the contrary if the imposition of any such condition is not allowed under such proceedings, any amount which becomes due under the notes and the guarantees shall become payable in accordance with the notes and the guarantees and not subject to such condition.

“Subordination event” means any one of the following events:

- (a) a court of competent jurisdiction in Japan shall have adjudicated the Bank to be bankrupt pursuant to the provisions of the Japanese Bankruptcy Law, Law No. 71 of 1922, as amended, or any successor legislation and the bankruptcy proceedings shall continue;
- (b) a court of competent jurisdiction in Japan shall have adjudicated the Bank to be subject to corporate reorganization proceedings pursuant to the provisions of the Japanese Corporate Reorganization Law, Law No. 172 of 1952, as amended, or any successor legislation and the corporate reorganization proceedings shall continue;
- (c) a court of competent jurisdiction in Japan shall have adjudicated the Bank to be subject to civil

- rehabilitation proceedings pursuant to the provisions of the Japanese Civil Rehabilitation Law, Law No. 225 of 1999, as amended, or any successor legislation and such civil rehabilitation proceedings shall continue; and
- (d) the Bank shall become subject to bankruptcy, corporate reorganization, civil rehabilitation or other equivalent proceedings pursuant to any applicable law of any jurisdiction other than Japan, which proceedings have an equivalent effect to those set out in (a), (b) or (c) above and such proceedings shall continue.

Because the obligations of the New York branch of the Bank are direct obligations of the Bank, the Bank has the same unsecured and, if a subordination event has occurred, subordinated direct obligation to pay the notes as it has with respect to any of its other unsecured and similarly subordinated debt and other obligations ranking equal to the guarantees. The Bank has been advised by its Japanese counsel that a final judgment for the payment of money against the Bank rendered by a United States federal or state court will generally be enforceable in Japan if certain conditions are met.

(期限の利益喪失に関する特約)

An event of acceleration with respect to the notes will be defined to mean the following:

- (i) the occurrence of a subordination event; or
- (ii) an order is made or any effective resolution is passed for the winding-up or dissolution of UFJ Finance Aruba or the Bank, except for the purposes of an amalgamation, merger or reconstruction
- (a) where the surviving corporation, or the corporation formed as a result of such transaction, assumes, in the case of UFJ Finance Aruba, the obligations of UFJ Finance Aruba under the notes and the indenture or, in the case of the Bank, the obligations of its New York branch under the guarantees and the indenture, or (b) the terms whereof have previously been approved by the holders of not less than a majority in aggregate principal amounts of the notes then outstanding.

In case an event of acceleration set forth above shall occur and be continuing, then the trustee may, or if so requested by the holders of not less than 25% in aggregate principal amount of the notes then outstanding shall, by written notice to UFJ Finance Aruba declare the principal of and all interest then accrued on the notes to be forthwith due and payable upon receipt of such notice. Immediately upon delivery of such notice, the notes shall become immediately due and payable. At any time after such a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the trustee pursuant to the provisions of the indenture, the holders of a majority in principal amount of the notes, by written notice to UFJ Finance Aruba and the trustee, may rescind and annul the declaration and its consequences provided certain conditions set forth in the indenture have been satisfied. Except as provided above, neither the trustee nor any holder of notes will have any right to accelerate any payment of principal or interest in respect of the notes. The only action the trustee or the note holders may take against the Bank on acceleration of the notes is to petition for the winding-up of the Bank in Japan or to prove in the winding-up of the Bank in Japan.