

Transfer Contract

Petroleum Association of Japan (hereinafter referred to as “PAJ”) and ○○○○ (hereinafter referred to as “the Buyer”) hereby enter into the following contract regarding transfer from PAJ to the Buyer of certain assets used for PAJ’s Projects for Improving Structures to Take Countermeasures against Large-Scale Petroleum-Related Accidents.

Article 1. (Transfer Contract)

PAJ hereby transfers the properties specified in the attachment (hereinafter referred to as the “Properties”) as of each transfer date specified in the attachment (hereinafter referred to as “Transfer Date”).

Article 2. (Transfer Price)

The total transfer amount of the Properties shall be ¥ in total.

Article 3. (Delivery of the Properties and Related Costs)

The Buyer shall take delivery of the Properties at the place where the Properties are located on the Transfer Date. The related costs for transfer of the Properties (i.e. transportation cost, custom duty and other related expenses) shall be borne by the Buyer, and be calculated definitely and settled after completion of transfer.

Article 4. (Payment)

The Buyer shall pay PAJ in cash, by remitting the Transfer Price to the bank account described in the Exhibit within thirty (30) days of the each Transfer Date of the Properties.

Article 5. (Transfer of Risk)

In the case where the Properties shall be lost or damaged before the Transfer Date, the Buyer may partly cancel this Contract based on each Item Number specified in the attachment if the Buyer may not attain the purpose of this Contract due to the loss or damage of the Properties, or may request reduction of the Transfer Price if the function of the Properties is damaged. Risk of loss and damage that may take place on and after the Transfer Date shall be all borne by the Buyer, regardless of the timing of actual delivery,

except for the case PAJ has refused the delivery thereof for a cause not attributable to the Buyer.

Article 6. (AS IS and AS AT)

The Properties will be delivered to and taken by the Buyer on AS IS and AS AT basis, and PAJ will not be held responsible for the Properties after the transfer, including the defects of the Properties that are found or appeared after the transfer or the obligations and debts that the Buyer may incur in connection with its keeping or use of the Properties. The Buyer shall use the Properties after deleting all the indications that the Properties were owned by PAJ, and shall indemnify and hold PAJ harmless with respect to the Buyer's keeping and use of the Properties.

Article 7. (Cancellation)

In the case the Buyer delays in taking delivery of the Properties or making payment of the Transfer Price without justifiable reason, or otherwise the Buyer is in violation of any obligation under this Contract, PAJ may cancel this Contract. In this case, PAJ will not be restrained from claiming compensation for damage against the Buyer, if PAJ shall sustain any such damage.

Article 8. (Governing Law)

This Contract shall be governed by, and construed in accordance with, the laws of Japan. The parties hereby agree to the Tokyo District Court as a first instance court having non-exclusive jurisdiction over any and all disputes related to this Contract.

Article 9. (Miscellaneous Matters)

In the case of the matters not provided for in this Contract or not expected in this Contract, PAJ and the Buyer will mutually discuss to decide on the same.

IN WITNESS WHEREOF, the parties prepare one original and one duplicate of this Contract, putting their names and seals thereon respectively, and PAJ will retain the original and the Buyer will retain the duplicate.

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PAJ:

3-2, Otemachi 1-chome, Chiyoda-ku, Tokyo, Japan

Petroleum Association of Japan

Senior Managing Director: Shinya Okuda

Buyer:

Exhibit

1. Properties to be transferred

Item Number	Name of Property and volume	Transfer date	Location	Transfer Price (yen)
Total				

2. The Bank account to which the Transfer Price should be remitted

Mizuho Bank, Ltd.
Marunouchi Branch
A/C No.: 2128021
C/O: Sekiyu Renmei
SWIFT CODE: MHCBJPJT