March 24, 2011

To whom it may concern

Company name: Yamaha Motor Co., Ltd.
Representative: Hiroyuki Yanagi
President, Chief Executive Officer and Representative Director
(Code number: 7272 Stock listing: Tokyo Stock Exchange First Section)
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Announcement Concerning the Continuation of Takeover Defense Measures Against Attempts of Mass Acquisition of the Company's Shares

This document has been translated from the Japanese original, for reference purposes only. In the event of any discrepancy between this translated document and the Japanese original, the original shall prevail.

Yamaha Motor Co., Ltd. (the "Company") announces that the Board of Directors of the Company, at its meeting held today, decided to continue the Company's takeover defense measures (the "Plan") against attempts to acquire the Company's shares in massive numbers, in order to protect and increase the Company's corporate value and the shareholders' common interests.

The Company revised the hitherto applied Plan, by the resolution of the Board of Directors at its meeting held on February 12, 2010, and this revision was subsequently approved in essence by the shareholders at the 75th General Meeting of Shareholders held on March 25, 2010 (hereinafter "Shareholders' Meeting Approval"). The contents of the Plan has been disclosed in the "Announcement Concerning the Renewal of Takeover Defense Measure Against Attempts of Mass Acquisition of the Company's Shares (Defense Measures Against Takeover Bids)" in the press release dated February 12, 2010.

In the Plan, the effective term for the Shareholders' Meeting Approval is set as three years, during which the Board of Directors may determine the contents of the Plan on a yearly basis, within the scope authorized by the Shareholders' Meeting Approval. The basic contents of the Plan after the renewal remain identical to those decided last year.

The contents of the Plan are as follows. Note that Stock Acquisition Rights subject to the Plan are registered.

I. Contents of the Plan

1. Terms

The terms used in the Plan shall have the following meanings:

(1) "Stock Acquisition Rights" mean stock acquisition rights imposing limitation on the execution of stock acquisition rights by a Specific Acquirer and Related Parties, to be issued in accordance with the Plan.

(2) "Specific Takeover Attempts" refer to actions consistent with either (a) or (b) described below:

(a) An act consistent with any of (i) to (iv) below. Note that, notwithstanding (i) to (iv) below, an acquisition of the Company's shares (as defined in Paragraph 1 of Article 27-23 of the Financial Instruments and Exchange Law; hereinafter the same shall apply, except as otherwise provided) by the Company arising from the issuance and disposal of the Company's shares by the Company (including such actions arising as a result of merger, share-for-share exchange, share transfer, or demerger) is not included in the acts below.

(i) An act of "Acquisition" (reception for value, including acquisition of shares (as defined in Paragraph 1 of Article 27-2 of the Financial Instruments and Exchange Law; the same shall apply to 1(2)(b) below), or similar acts as defined in Paragraph 3 of Article 6 of the Order for Enforcement of the Financial Instruments and Exchange Law) that brings a parties' shareholding percentage to over 20 percent;

(ii) In situations other than (i) above, an act whereby a shareholding percentage of the Company's shares exceeds 20 percent as a result of the relevant shareholder being a "Holder" as provided in Paragraph 1 or 3 of Article 27-23 of the Financial Instruments and Exchange Law;

(iii) An act whereby a shareholding percentage of the Company's shares exceeds 20 percent as a result of the relevant shareholder being a joint holder (Paragraph 5 of Article 27-23 of the Financial Instruments and Exchange Law) among the parties holding the Company's shares;

(iv) An act whereby a shareholding percentage of the Company's shares exceeds 20 percent because of a relationship with the shareholders of the Company's shares as prescribed in Paragraph 6 of Article 27-23 of the Financial Instruments and Exchange Law.

(b) An initiation of an open takeover bid designed to acquire the Company's shares such that the post-acquisition shareholding ratio (as defined in Paragraph 8 of Article 27-2 of the Financial Instruments and Exchange Law, including the shareholding ratio of specially-related parties (as defined in Paragraph 7 of Article 27-2 of the

Financial Instruments and Exchange Law) of open takeover bidders as defined in Paragraph 2 of Article 27-3 of the Financial Instruments and Exchange Law) will exceed 20 percent. Specific Takeover Attempts is deemed to have taken place on the first business day following the date when the start of the open takeover bid is announced.

The "Post-acquisition Shareholding Ratio" shall be determined pursuant to the statement in an open takeover bid report for the relevant open takeover bid.

(3) "Specific Acquirers" are parties who engage in Specific Takeover Attempts without obtaining the Confirmation Resolution prescribed in (9) below before the Specific Takeover Attempts (the first action consistent with either 1(2)(a) or (b) described above). None of the following entities prescribed in (a) or (b) below, however, shall be deemed to be Specific Acquirers:

(a) The Company, the Company's subsidiaries, the employee shareholding associations of the Company, and entities holding the Company's shares on behalf of the employee shareholding associations;

(b) A party whose shareholding ratio exceeds 20 percent as a result of the Company's cancellation or purchase of its own shares, or other actions that decrease the total number of shares issued or voting rights, or the allotment, execution, or forcible acquisition of Stock Acquisition Rights (excluding cases in which the shareholding percentage of such shareholder increases by more than 1 percent due to situations other than the Company's purchase of its own shares or other applicable actions).

(4) "Specific Mass Shareholders" shall mean Specific Acquirers who conduct Specific Takeover Attempts as described 1(2)(a) above.

(5) "Specific Open Takeover Bidders" shall mean Specific Acquirers who conduct Specific Takeover Attempts as described 1(2)(b) above. In addition, any parties who afterwards fall under Specific Mass Shareholders shall be treated as Specific Mass Shareholders.

(6) "Specific Acquirers and Related Parties" shall mean any one of the following:

(a) Specific Mass Shareholders;

(b) Joint shareholders among Specific Mass Shareholders, as defined in Paragraph 5 and 6 of Article 27-23 of the Financial Instruments and Exchange Law;

(c) Specific Open Takeover Bidders;

(d) Specialty-related parties of Specific Open Takeover Bidders, as defined in Paragraph 7 of Article 27-2 of the Financial Instruments and Exchange Law;

(e) Any party who the Board of Directors reasonably deems consistent with any one of the following.

(i) Any party who is transferred or succeeds to the Stock Acquisition Rights

without obtaining approval from parties consistent with 1(6)(a) to (d) above;

(ii) "Related Parties" related to parties who are consistent with 1(6)(a) to (e)(i) above. "Related Parties" shall mean any entities who control the parties, are controlled by the parties, are under common control with the parties, or work together with the parties. Upon determination of "Related Parties" related to a partnership or funds, the substantial identities of the fund managers or other specific conditions will be considered. With respect to parties who make agreements on name-lending, loans of the Company's shares, transfers of the Company's shares to be issued as a result of the exercise or acquisition of the Stock Acquisition Rights, or other similar agreements with any entities consistent with 1(6)(a) or (b) above, the Board of Directors may deem them as "Related Parties" related to entities consistent with 1(6)(a) or (b).

(7) A "Takeover Proposal" shall mean a proposal that describes necessary information for Specific Takeover Attempts, as set forth in 2(3)(a) below.

(8) "Takeover Proposers" shall mean any parties who make a Takeover Proposal.

(9) "Confirmation Resolution" shall mean a resolution passed by the Board of Directors to disallow a Gratis Issue of Stock Acquisition Rights.

(10) "Advisory Resolution" shall mean a resolution by the Corporate Value Committee to request the Board of Directors to issue a Confirmation Resolution for a Takeover Proposal.

2. Contents of the Plan

(1) Gratis Issue of Stock Acquisition Rights

The contents of the Gratis Issue of Stock Acquisition Rights (as defined in Article 277 of the Corporation Law) to take effect when a Specific Acquirer emerges under a Plan shall be as prescribed in the **Attachment**. In addition, the Stock Acquisition Rights shall be registered.

(2) Corporate Value Committee

(a) The Corporate Value Committee shall be set up as a standing committee.

(b) The Corporate Value Committee shall examine a Takeover Proposal forwarded by the Board of Directors in order to determine whether to issue an Advisory Resolution, and discuss other matters forwarded by the Board.

(c) A committee resolution shall pass by a majority vote of all committee members.

(d) Committee members shall be elected at the Board of Directors meeting from among Outside Directors and Outside Corporate Auditors.

(e) Norihiko Shimizu, Tetsuo Kawawa, Yuko Kawamoto and Masamitsu Sakurai shall

be selected as committee members

(3) Procedures If a Takeover Proposer Emerges

(a) The Board of Directors shall require parties intending to engage in Specific Takeover Attempts to submit a Takeover Proposal in writing to the Company in advance and to have the Company issue a Confirmation Resolution. Accordingly, any parties proposing a Specific Takeover Attempt shall submit a Takeover Proposal to obtain a Confirmation Resolution from the Company before commencing the takeover attempt.

A Takeover Proposal shall include necessary information reasonably required by the Company, including the information listed below.

(i) information on the persons proposing the Specific Takeover Attempts (including their group companies and related parties);

(ii) the purpose of the proposed takeover bid;

(iii) 1) In cases where the acquisition of control or participation in management is intended, the method for acquisition of control or participation in management; In cases where a change in the Company's management policies, business plan, organization, or composition of officers, or any other action that results in a material change in or material impact on the Company's management policies after acquisition is intended, the content and necessity thereof; 2) in cases of pure investment or political investment, the shareholding policy and sales policy, and the policy for the exercise of voting rights, and the reasons for such policies, after the acquisition of shares; in cases of acquisition as political investment for long-term capital alliance, such necessity;

(iv) whether or not an additional acquisition of the Company's shares is planned after the Specific Takeover Attempt, and if planned, the reasons and contents of the plan;

(v) basis and method of takeover price calculation;

(vi) proof of takeover fund availability;

(vii) potential impact of the takeover on the interests of the Company's stakeholders; and

(viii) other necessary information that the Company may reasonably require, as the basis to determine (e)(i) and (vii) below.

(b) In the event a proposal is found unacceptable as a Takeover Proposal because of the lack of information necessary for prompt operation of the Plan, the Company may require as appropriate such necessary information from the parties that made a proposal concerning the acquisition of the shares in the Company. In this case in

principle, a period of 60 business days, calculated from the day the information provision request was first made to the proposer, shall be set as the maximum period in which the whole process from the dispatch of the information provision request and the receipt of the response thereto is to be complete between the Company and the proposer (hereinafter "Information Provision Request Period"). It shall be our Basic Policy that the Corporate Value Committee shall start its examination and discussion process upon the expiry of the Information Provision Request Period even if necessary information has not been adequately provided. In the event of a request for extension based on reasonable cause, the Company may extend the Information Provision Request Period as appropriate, up to 30 business days.

(c) The Board of Directors shall promptly forward the received Takeover Proposal to the Corporate Value Committee to request its recommendation.

(d) The Corporate Value Committee shall examine the Takeover Proposal in order to determine whether to issue an Advisory Resolution. The content of the Corporate Value Committee's resolution shall be disclosed. The Corporate Value Committee shall be granted 60 business days from the receipt by the Board of Directors of a Takeover Proposal, or from the expiry of the Information Provision Request Period, whichever earlier, to examine and discuss the proposal (or 90 business days in cases other than a Takeover Proposal, involving an unlimited takeover of the Company's shares by a cash-only tender offer in Japanese yen). These examination and discussion periods shall not be extended unless accompanied by reasonable cause. (Any extension must involve disclosure of such reasonable cause.)

(e) The Corporate Value Committee shall examine and discuss the Advisory Resolution in good faith. This deliberation is conducted from the viewpoint of determining whether the Takeover Proposal serves to protect and increase the Company's corporate value and the shareholders' common interests (including the aspects listed in items (i) to (vii) below). The Corporate Value Committee is obligated to adopt an Advisory Resolution if a Takeover Proposal is found to satisfy all of the following requirements, while it shall still adopt an Advisory Resolution even if a Takeover Proposal is found not to satisfy some of the following requirements, but worthwhile in light of protecting and increasing the Company's corporate value and the shareholders' common interests.

(i) None of the following categories are applicable to the Takeover Proposal:

1) It is a share buyout, in which the Takeover Proposer demands that the Company or related parties buy back purchased shares at high prices;

2) It is structured to further the interests of the Takeover Proposer or its group companies, as well as other related parties, at the expense of the

Company, such as by temporarily controlling the Company's management in order to transfer the Company's major assets;

3) It makes the Company's assets subject to use as collateral guarantee, or use for the repayment of debts of the Takeover Proposer, its group companies, or other related parties;

4) It seeks to obtain a temporary high return at the expense of the Company's sustainable growth, such as by temporarily controlling the Company's management in order to reduce assets and funds necessary for the Company's future business and product development; by using profits from disposing of such assets and funds in order to obtain high temporary dividends, and/or by selling the Company's shares at peak prices in an attempt to drive up the Company's share price; and/or

5) It otherwise realizes the interests of the Takeover Proposer, its group companies, or other related parties through the acquisition of the control of the Company by the parties engaged in the Specific Takeover Attempts unfairly compromising the critical management resources that generate the Company's corporate value (unique and creative technologies and know-how, knowledge and information about specific market sectors, profound relationships of trust with trading partners cultivated over the years, and quality staff with respective expertise).

(ii) The mechanism and content of the Takeover Proposal comply with all relevant laws and regulations;

(iii) The mechanism and content of the Takeover Proposal do not threaten to actually or essentially compel shareholders to sell their shares, such as is consistent with a coercive two-tier tender offer (meaning a tender offer that does not seek to acquire all shares in the initial acquisition, and sets unfavorable or unclear acquisition terms for the second stage);

(iv) Any and all information required to properly examine the Takeover Proposal is offered to the Company upon its request, and the Takeover Proposer responds in good faith to the procedures prescribed in the Plan;

(v) A specified period for the Company to examine the Takeover Proposal (including the examination and proposal of alternate plans to the Company's shareholders) is provided (60 business days for examination and discussion of the Takeover Proposal from the time it is received, or 90 business days in cases other than a Takeover Proposal, involving an unlimited takeover of the Company's shares by a cash-only tender offer in Japanese yen. If there is reasonable cause to exceed the period, the applicable number of business

days);

(vi) The Takeover Proposal does not offer conditions that are found significantly inadequate or inappropriate in light of the Company's corporate value and the shareholders' common interests;

(vii) The Takeover Proposal can reasonably be deemed to protect and increase the Company's corporate value and the shareholders' common interests.

(f) The Board of Directors shall adopt the Confirmation Resolution based on the Advisory Resolution of the Corporate Value Committee. If the Corporate Value Committee adopts an Advisory Resolution, the Board of Directors is obliged to promptly adopt a Confirmation Resolution, unless it finds particular grounds to rule that adopting such a Confirmation Resolution obviously violates the Director's duty of care. The Board of Directors shall not be empowered to execute a Gratis Issue of Stock Acquisition Rights against any Takeover Proposal endorsed by a Confirmation Resolution.

(4) Response If a Specific Acquirer Emerges

(a) If a Specific Mass Shareholder emerges (whether a Specific Acquirer emerges is determined by a Mass Holding Report submitted to the Company or by other appropriate means), the Board of Directors shall determine, by resolution, the emergence of the Specific Acquirer, and the record date, the effective date, and other matters required to be decided concerning a Gratis Issue of Stock Acquisition Rights, and execute the Gratis Issue of Stock Acquisition Rights upon announcing the matters determined.

(b) If an open takeover bid consistent with Specific Takeover Attempts is initiated (as determined by an open takeover bid report or other appropriate means), the Board of Directors shall determine, by resolution on the first business day following the announcement of the start of the open takeover bid, the emergence of the Specific Acquirer, and the record date, the effective date, and other matters required to be decided concerning a Gratis Issue of Stock Acquisition Rights, and execute the Gratis Issue of Stock Acquisition Rights while announcing the matters determined.

(c) In so far as any of the following events occurs by a date four business days prior to the record date for a Gratis Issue of Stock Acquisition Rights, the Board of Directors may determine by such date, by resolution not to make effective the Gratis Issue of Stock Acquisition Rights determined under 2(4)(a) or (b) above.

(i) A Mass Holding Report stating that the shareholding ratio of a Specific Acquirer falls below 20 percent is submitted from the Specific Acquirer;

(ii) An open takeover bid consistent with Specific Takeover Attempts as stipulated

in 1(2)(b) above is initiated, and a holder of the Company's shares whose shareholding ratio exceeds 20 percent does not emerge, as a result of expiration or revocation of the open takeover bid;

(iii) In addition to (i) or (ii) above, the Board of Directors reasonably acknowledges that the menace from Specific Takeover Attempts has ceased.

3. Effective Term of the Plan

(1) The effective term of the Plan shall continue until the end of the first Board of Directors meeting to be held after the Ordinary General Meeting of Shareholders in 2012. If, however, a Specific Acquirer should emerge within that period, the Plan shall remain effective against the acquirer beyond its stated effective date.

(2) A confirmation or recognition of "shareholding ratio," "holders," "joint-holders," "shareholding percentage," "specially-related parties," "Specific Acquires and Related Parties," "Related Parties," "substantial identity" or other necessary matters to be made by the Company upon operations of the Plan may be based on information that is reasonably available to the Company at the time.

(3) In this resolution, the terms defined in accordance with the provisions of the Financial Instruments and Exchange Law (Law No. 25 effected on April 13, 1948, including subsequent amendments) shall be substituted with equivalent terms in amended provisions of the law whenever the Financial Instruments and Exchange Law is amended. In addition, citation of the provisions of laws and regulations in this resolution is based on the provisions in effect as of March 24, 2011. If it becomes necessary, on or after the same date, to amend the provisions or terms defined in the above provisions as a consequence of amendments or abolishments of laws and regulations, the Board of Directors may replace them from time to time within a reasonable range, in light of the purposes of the amendments.

II. Impact of the Plan on Shareholders and Investors

1. Impact of the Plan on Shareholders and Investors

The Plan aims to protect and increase the Company's corporate value and the shareholders' common interests; thus, the Company believes that it will benefit the Company's shareholders and investors. Neither implementation nor continuance of the Plan will affect the rights of shareholders and investors, since the Stock Acquisition Rights will not be issued at the time of adoption.

As defined in I-2 (4) above, all shareholders will be assigned a Gratis Issue of Stock Acquisition Rights automatically if and when a Specific Acquirer emerges – in other words, should a Specific Takeover Attempt be executed without obtaining a Confirmation Resolution. Therefore, no shareholders will lose any of their shareholder rights as a result of any failure to apply for assignment of their Stock Acquisition Rights. In addition, the Plan makes it possible for the Company to forcibly and simultaneously acquire all of the Stock Acquisition Rights, and assign the Company's shares to those Stock Acquisition Rights that fulfill the conditions for the exercise of Stock Acquisition Rights. It should be noted that the Company does not plan to suspend a Gratis Issue or acquire Stock Acquisition Rights at no cost after three business days, prior to the record date for the Gratis Issue.

2. Required Procedures for Shareholders and Investors

At the time of implementation as well as continuance of the Plan, no special procedures are required of our shareholders and investors.

If and when a Specific Acquirer emerges, the Board of Directors, as prescribed in I-2(4) above, will adopt and announce a resolution in respect of such emergence, deciding the matters including the record date for the Gratis Issue of Stock Acquisition Rights. The Stock Acquisition Rights will be automatically assigned to all of the Company's shareholders at no cost on the Issue's record date for the Gratis Issue. The Company will therefore ask the shareholders to implement applicable procedures in accordance with the Company's announcement as described above.

Should a Gratis Issue of Stock Acquisition Rights be executed, the Company's shareholders may exercise their Stock Acquisition Rights by submitting the Company's designated Stock Acquisition Rights exercise request and other forms required by the Company, and making a 1-yen-per-share payment for the shares to be acquired. However, if the forcible acquisition defined in II-1 above is executed, the Company's shares will be automatically assigned to the Stock Acquisition Rights that fulfill the conditions for the exercise of Stock Acquisition Rights. Therefore, no special procedures are required of the Company's shareholders with regard to the execution of their Stock Acquisition Rights. However, the Company plans to establish a reasonable procedure in order to confirm that a shareholder does not match the category of a Specific Acquirer and Related Parties.

Attachment

Contents of the Stock Acquisition Rights and Gratis Issue

I. Contents of the Stock Acquisition Rights are as follows:

1. Type of shares to be issued by the exercise of the Stock Acquisition Rights
   The Company's common stock

2. Number of shares to be issued by the exercise of the Stock Acquisition Rights
   The number of shares to be issued by the exercise of one (1) Stock Acquisition Right shall be two (2) shares or under, as determined by the Board of Directors.

3. Value of the assets to be invested upon the exercise of the Stock Acquisition Rights
   The subject matter of investment upon the exercise of the Stock Acquisition Rights shall be money. The value shall be the number of shares to be issued by the exercise of the Stock Acquisition Rights, multiplied by 1 yen.

4. Exercise period for Stock Acquisition Rights
   A period of time shall start from the day on which the Gratis Issue takes effect to a date to be separately decided by the Board of Directors. If, however, the last day of the exercise period falls on a holiday in the place designated for payment upon exercise, the prior business day shall be the last day.

5. Conditions for exercising Stock Acquisition Rights
   (1) Stock Acquisition Rights held by the Specific Acquirer and Related Parties (including virtual possession) cannot be exercised;
   (2) A holder of Stock Acquisition Rights may exercise the Stock Acquisition Rights only if the holder submits to the Company a document with an assertion that the conditions of 5(1) above have been fulfilled (if exercised on behalf of third parties, the third party shall also fulfill the conditions of 5(1) above), a warranty clause, an indemnification clause, and other matters stipulated by the Company, together with materials describing the fulfillment of the conditions requested by the Company within a reasonable range, and necessary documents in accordance with laws and regulations.
   (3) If a holder of Stock Acquisition Rights who resides within the jurisdiction of applicable foreign securities laws and other legislation needs to execute applicable procedures and meet established conditions to exercise the Stock Acquisition Rights,

the holder may only exercise the rights if the Company acknowledges that the holder has executed and fulfilled all applicable procedures and conditions. However, even if a person is qualified to exercise the Stock Acquisition Rights by virtue of residing in the applicable jurisdiction and having followed the procedures and fulfilled the conditions of the Company, as mentioned above, the Company shall not be obligated to execute and fulfill such exercise of the Stock Acquisition Rights.

(4) A confirmation that fulfills the conditions described in 5 (3) above shall be subject to equivalent procedures described in 5 (2) above, to be separately determined by the Board of Directors.

6. Procedures for the exercise of Stock Acquisition Rights

(1) Upon the exercise of the Stock Acquisition Rights, the Company's designated exercise request for the Stock Acquisition Rights, the number of Stock Acquisition Rights to be exercised, the number of shares, the address, and other necessary matters separately determined by resolution of the Board of Directors, with the signature and seal affixed thereon, together with necessary documents to be separately determined by resolution of the Board of Directors, shall be submitted to a place separately designated for payment by resolution of the Board of Directors, and the total amount stipulated in 3 above shall be paid at the place designated for payment.

(2) An exercise request for a Stock Acquisition Right shall be in effect when, in accordance with 6(1) above, the Stock Acquisition Right exercise request and attachments for exercise arrive at the place designated for payment. The exercise of the Stock Acquisition Right shall be in effect when the exercise request for the Stock Acquisition Right becomes effective, and the amount equivalent to the total exercise price of the Stock Acquisition Right for the exercise is paid in the place designated for payment.

7. Transfer approval

Acquisition of the Stock Acquisition Rights by transfer requires an approval of the Board of Directors (or an institution established by the Board of Directors in accordance with the proviso of Paragraph 1 of Article 265 of the Corporation Law).

8. Acquisition clause

(1) On a date which is to be separately determined by the Board of Directors and which falls after the Gratis Issue takes effect, the Company may acquire unexercised Stock Acquisition Rights which (held by persons who are verified not to be a Specific

Acquirer or Related Parties, including individuals who meet the conditions described in 5(3) above; referred to as the "Exercisable Stock Acquisition Rights" in 8(2) below) may be exercised in accordance with the provisions of 5(1) and (2) as defined above, by issuing the whole number portion of the Company's common shares, which is the product of the number of Stock Acquisition Rights involved in the acquisition multiplied by the number of shares to be issued by one (1) Stock Acquisition Right.

(2) On a date which is to be separately determined by the Board of Directors and which falls after the Gratis Issue takes effect, the Company may acquire unexercised Stock Acquisition Rights other than the Exercisable Stock Acquisition Rights, by issuing a number of Stock Acquisition Rights identical to the number of Stock Acquisition Rights involved in the acquisition, with limitations on the exercise by the Specific Acquirer and Related Parties (in accordance with provisions including transfer approval, as stipulated by the Board of Directors). No cash shall be paid as a consideration for such acquisition.

(3) Confirmation that fulfills the conditions for the forceful acquisition of Stock Acquisition Rights shall be subject to the equivalent procedures described in 5(2) above, as separately determined by the Board of Directors.

9. Stated capital and reserve

Matters regarding the exercise of the Stock Acquisition Rights, and stated capital and reserve to be increased as a result of acquisition under the acquisition clause, shall be stipulated in accordance with laws and regulations.

10. Fractional figures

When the number of shares issued to the persons who exercise Stock Acquisition Rights is fractional, i.e., less than one (1) share, the figure will be rounded off. If, however, a holder of the Stock Acquisition Right exercises multiple Stock Acquisition Rights at one time, the fractional figure produced from the number of the shares to be issued to the holder of the Stock Acquisition Rights may be computed by adding up the number of shares to be issued by the exercise of each Stock Acquisition Right.

11. Issuance of Stock Acquisition Right certificates

No certificates of Stock Acquisition Rights shall be issued.

II. Contents of the Gratis Issue of Stock Acquisition Rights shall be as follows:

1. Number of Stock Acquisition Rights to be assigned to shareholders

   One (1) Stock Acquisition Right shall be assigned to one (1) share of the Company's common stock (excluding the common stock shares owned by the Company). The total number of assignable Stock Acquisition Rights shall be the total number of the Company's outstanding shares at the closing of the record date of the Gratis Issue (excluding the common stock shares owned by the Company).

2. Shareholders to whom Stock Acquisition Rights shall be assigned

   All shareholders of common stock whose names are registered in the Company's register of shareholders (excluding the Company) at the closing of the record date of the Gratis Issue.

3. The effective date of the Gratis Issue of the Stock Acquisition Rights

   A date after the record date of the Gratis Issue, to be separately established by the Board of Directors

(Reference)

Brief Career Summary of the Committee Member

Norihiko Shimizu

[Brief Career Summary]

April	1963:	Joined The Tokio Marine & Fire Insurance Co., Ltd. (presently Tokio Marine & Nichido Fire Insurance Co., Ltd.)
September	1967:	Joined Boston Consulting Group, Inc.
December	1970:	Vice President of Boston Consulting Group, Inc.
July	1987:	President of Shimizu & Co., Inc.
June	1994:	Corporate Auditor of Nisshin Sugar Manufacturing Co., Ltd. (to present)
April	1998:	Professor, Asia-Pacific Studies, Waseda University
October	2000:	Professor, International Business Strategy of Hitotsubashi University
April	2003:	Visiting Professor, International Business Strategy of Hitotsubashi University (to present)
November	2004:	Statutory Auditor of FAST RETAILING CO., LTD. (to present)
March	2007:	Corporate Auditor of the Company (to present)

Tetsuo Kawawa

[Brief Career Summary]

April	1975:	Registered as an attorney (Tokyo Bar Association) (to present)
August	2002:	Member of the Corporation Law (Modernization) Subcommittee, Legislative Council of the Ministry of Justice
September	2002:	Member of the Special Commission of the Judicial Advisory Committee of the Japan Federation of Bar Associations (to present)
June	2007:	Corporate Auditor of Nisshin Seifun Group Inc. (to present)
March	2009:	Corporate Auditor of the Company (to present)

Yuko Kawamoto

[Brief Career Summary]

April	1982:	Joined The Bank of Tokyo, Ltd. (presently The Bank of Tokyo-Mitsubishi UFJ, Ltd.)
June	1988:	Graduated from Oxford Graduate School, Master’s Programme in Economics
September	1988:	Joined Tokyo Office of McKinsey & Company
June	2001:	Senior Expert, Tokyo Office of McKinsey & Company
April	2004:	Professor, Graduate School of Finance, Accounting and Law, Waseda University (to present)
June	2004:	Director of Osaka Securities Exchange Co., Ltd. (to present)

June	2006:	Director of Monex Beans Holdings, Inc. (presently Monex Group, Inc.) (to present)
June	2006:	Director of Resona Holdings, Inc. (to present)
June	2006:	Corporate Auditor of Millea Holdings, Inc. (presently Tokio Marine Holdings, Inc.) (to present)
March	2009:	Director of the Company (to present)

Masamitsu Sakurai

[Brief Career Summary]

April	1966:	Joined RICOH COMPANY, LTD.
June	1992:	Director of RICOH COMPANY, LTD.
June	1994:	Managing Director of RICOH COMPANY, LTD.
April	1996:	President and Representative Director of RICOH COMPANY, LTD.
March	2005:	Representative Director and Chairman of COCA-COLA WEST COMPANY, LIMITED
June	2005:	Representative Director, President and Chief Executive Officer of RICOH COMPANY, LTD.
July	2006:	Director of COCA-COLA WEST COMPANY, LIMITED (to present)
April	2007:	Chairman of the Board and Representative Director, Chairman of RICOH COMPANY, LTD. (to present)
June	2008:	Director of OMRON Corporation (to present)
March	2011:	Director of the Company (to present)

Principal Shareholders

As of December 31, 2010

Principal shareholders	Number of shares held (Thousand shares)	Ratio of shares held (%)
Yamaha Corporation	42,271	12.11
State Street Bank & Trust Company	29,954	8.58
Toyota Motor Corporation	12,500	3.58
Mizuho Bank, Ltd.	10,938	3.13
Japan Trustee Services Bank, Ltd. (trust account)	10,391	2.98
The Master Trust Bank of Japan, Ltd. (trust account)	9,085	2.60
Mitsui & Co., Ltd.	8,586	2.46
The Bank of New York, Treaty JASDEC Account	8,440	2.42
The Shizuoka Bank, Ltd.	6,813	1.95
The Chase Manhattan Bank, N.A. London S.L. Omnibus Account	5,613	1.61

Note: Percentage of ownership is calculated excluding treasury stock (623,211 shares).