

October 17, 2025  
Suruga Bank, Ltd.

## Status of Suruga Bank's Response to Loans for Investment Real Estate Other Than Shared Housing

Regarding issues related to loans for investment real estate other than share houses (hereinafter, the "Apaman Issue"), we sincerely apologize for the inconvenience and concern caused to all parties involved, including borrowers subject to the Apaman Issue. The bank has been undertaking various initiatives to prevent recurrence, including strengthening our internal management systems and compliance systems. In order to resolve the Apaman Issue as quickly as possible, we announced three policies<sup>1</sup> in April 2023 aimed at achieving this goal and have been advancing our efforts. Additionally, in May 2025, we received a report request<sup>2</sup> from the Financial Services Agency (FSA) regarding this matter, and with an increasingly strong recognition of the social demand for early resolution, we have been expanding individual resolution measures, among other actions.

Accordingly, we would like to inform you of our response to the Apaman Issue as follows.

### 1. Status of the Apaman Issue

The Bank is committed to supporting affected borrowers with solutions tailored to their individual circumstances, and working earnestly toward the early resolution of the Apaman Issue.

The Bank has taken various steps to address the matter. As a result, the number of properties held by organizational negotiation partners<sup>3</sup> was 931 as of the end of September 2022, but had decreased to 694 as of the end of September 2025 (a cumulative reduction of 237 properties [-25.4%])<sup>4</sup>.

Of these 694 properties, 625<sup>5</sup> are currently the subject of civil mediation proceedings filed by the Defense Counsel for Victims of Suruga Bank's Illegal Loans (hereinafter, the "SI Defence Counsel"). However, as of the end of September 2025, for approximately 40 of these properties, we are also accepting consultations for individual resolution outside of civil mediation.

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<sup>1</sup> The three policies refer to: (1) presenting early resolution proposals, (2) reducing borrower burdens through support for voluntary sales, etc., and (3) making decisions according to individual cases.

<sup>2</sup> This report request concerns fraudulent practices and other misconduct in loans for investment real estate other than share houses made before 2018. The request seeks a report on specific improvement measures to achieve early resolution going forward, including reasons why individual resolution has not been reached for all debtors and why efforts toward resolution have been prolonged, along with specified deadlines. For details, please refer to the public document dated May 13, 2025 (Receipt of Report Request from the Financial Services Agency and Overview of Our Response to Loans for Investment Real Estate to date).

<sup>3</sup> The Bank discloses the number of properties associated with "organizational negotiation partners"—borrowers who have appointed the SI Defence Counsel or other attorneys and are collectively pursuing mediation or litigation.

<sup>4</sup> Please refer to Attachment 1 for the overall picture of the Apaman Issue.

<sup>5</sup> As of the end of March 2025, 673 properties were pending in civil mediation, representing a decrease of 48 properties since then.

## 2. Implementation Status of Consultations for Individual Resolution Outside Civil Mediation

To accelerate resolution through individual dialogue, the Bank will promptly implement the following measures:

- Launch of an emergency project team and expansion of consultation services
- Expansion of individualized resolution measures (the items newly expanded in June 2025 in this update are indicated in bold and underlined below):
  - Partial waiver<sup>6</sup> of overdue interest and damages, **regardless of whether voluntary sale has taken place**
  - Consultation on repayment of remaining debt after applying proceeds from a voluntary sale (e.g., 0% interest, 35-year repayment period)
  - Measures to achieve a positive cash flow through individual consultations for debtors who are unable to make scheduled repayments due to a property's negative cash flow, including measures such as **interest rate reductions (with a minimum rate of 1.0% for the time being)** and a lump-sum payment of a portion of the principal at final maturity date
  - If repayment of the outstanding debt is unlikely even after implementing the above measures, we will consult with the borrower to create an individual repayment plan based on their specific circumstances (e.g., amount that could be repaid, assets, etc.)  
**(including flexible adjustments to interest rate, repayment amount, and repayment period)**
  - Individual consultations for cases where the property's cash flow is unclear or where there are special circumstances
- Individual notifications to affected borrowers (regarding consultation services, expanded resolution measures, etc.) and proactive outreach for individual dialogue through various channels
- Implementation of briefing sessions on individual resolution measures in response to requests from affected borrowers, etc.

Consultation desk: Office to Support Customer Owners of Share Houses  
and Others  
1-7-1 Nihombashi Muromachi, Chuo-ku, Tokyo  
Toll free: 0120-010-636  
Lines open: 09:00-17:00  
(Monday through Friday, excluding Saturdays, Sundays, national  
holidays, and year-end and New Year holidays)

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<sup>6</sup> Please note that in cases where the borrower is withholding rental income generated from the property and has suspended repayments to the Bank, repayment proposals will be premised on the borrower making payments equivalent to approximately 70% of that rental income (after deducting appropriate and necessary expenses).

### 3. Status of civil conciliation proceedings filed by the SI Defence Counsel

More than three and a half years have passed since the SI Defence Counsel filed for civil mediation in February 2022. However, due to fundamental differences in opinion, resolution through this mediation (settlement by both parties) has been limited to only one property<sup>7</sup>.

One key difference is that the SI Defence Counsel is seeking a blanket and comprehensive settlement effectively equivalent to that of the share house cases, whereas the Bank maintains that individualized resolutions based on each borrower's specific circumstances are more appropriate.

Additionally, the Bank believes that one reason for the prolonged resolution through this mediation is that the submission of evidence and other materials requested by the judiciary to the SI Defence Counsel has been delayed, hindering the progress of mediation procedures. Specifically, the submission deadline agreed upon by the SI Defence Counsel in May of last year was not met, and despite multiple subsequent deadline settings, submissions of arguments and evidence beyond deadlines were repeated. Even by July of this year, which was designated by the court as the final deadline, evidence submission and other requirements had not been completed.

Based on these circumstances and previous judicial decisions regarding the Apaman Issue (13 cases<sup>8</sup> have reached final rulings to date, and in none of these cases has the Bank been found liable for damages.), the Bank has concluded that the uniform and comprehensive resolution through civil mediation sought by the SI Defence Counsel is difficult and, on the contrary, is hindering the early resolution of the Apaman Issue.

Therefore, as a result of respecting the court's proposed settlement plans and opinions by September of this year, we have submitted a statement to the court indicating unsuccessful mediation for properties where we believe there is an extremely low possibility that the court will recognize the bank's wrongful acts and an extremely low likelihood of reaching a mediation settlement.

In this way, for properties where the bank's wrongful acts may be recognized, we will aim for resolution within mediation in accordance with the mediation proposal under the court's instructions.

On the other hand, for properties where the prospect of reaching a settlement within mediation is extremely low, in light of the duty of care of our directors, we intend to respond sincerely toward resolution outside of mediation without unnecessarily prolonging the process.

Specifically, even if mediation fails for these properties, the Bank remains committed to actively engaging in individual consultations as described in Section 2 above, with the aim of resolving the Apaman Issue as quickly as possible.

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<sup>7</sup> The property for which a settlement was reached is one of two properties that our company acknowledged as potentially liable for damages, following discussions with the SI Defence Counsel and application of the "Early Resolution Framework" proposed by the Bank in May 2022. In this case, both parties accepted the settlement proposal presented by the court, and the settlement was finalized in July 2025.

<sup>8</sup> Final rulings have been made in five new cases this year. Please refer to Appendix 2 for an overview of each ruling.

#### 4. Regarding Filing for Payment Demands

Among the properties currently under civil mediation proceedings filed by the SI Defence Counsel, approximately 98% have experienced a unilateral suspension of scheduled repayments of principal and interest over an extended period.

Unlike typical “home purchase mortgages,” Apaman loans are intended for business owners engaged in real estate operations. A real estate business, for example, may involve purchasing a commercial property (an entire building priced at 150 million yen), earning rental income from multiple tenants (10 million yen annually), covering necessary expenses (3 million yen annually), and using the remaining income (7 million yen annually) to repay the loan. In this scenario, if scheduled repayments of principal and interest are suspended, the real estate business owner (the debtor) would retain the full annual income of 7 million yen.

As such, unlike typical “home purchase mortgages,” Apaman loans often involve cases where rental income—the source of loan repayment—accumulates with the real estate business owner (the debtor). Even during ongoing civil mediation proceedings, we have repeatedly conveyed to the SI Defence Counsel that unilateral suspension of repayments cannot be overlooked.

In addition, for the bank to take no action such as filing claims in such cases could potentially violate the duty of care incumbent upon our directors to appropriately manage loan receivables.

Furthermore, there have been cases in which debtors have used rental income—funds that should have been at least reserved for loan repayment—for other investments or expenditures. In such instances, the suspension of repayments has, in fact, made it more difficult to achieve an early resolution to the Apaman Issue.

To avoid situations where early resolution becomes difficult, the Bank made repeated efforts including announcements through public documents in November 2023 requesting cooperation in “discussions regarding the resumption of repayments,” followed by repeated individual notifications. However, despite these continued appeals, some debtors have not responded to the call for dialogue toward repayment resumption. As a result, beginning in November 2024, we have sequentially filed payment demands, initiating procedures to seek judicial determination on whether unilateral suspension of repayments by real estate business owners—on the grounds of ongoing civil mediation—is justifiable.

Even for cases where payment demands have been filed, the Bank continues to engage in careful and respectful communication, aiming to resolve issues through individual consultations wherever possible. In fact, among the properties for which the SI Defence Counsel had been notified with the intention of filing payment demands, ten cases were resolved individually, and the corresponding payment demands were withdrawn or otherwise addressed. Additionally, even in cases where understanding regarding the payment demands cannot be obtained and the borrower files an objection, we have been carefully and individually seeking judicial judgment based on the content of such objections, rather than taking unilateral forceful measures<sup>9</sup>.

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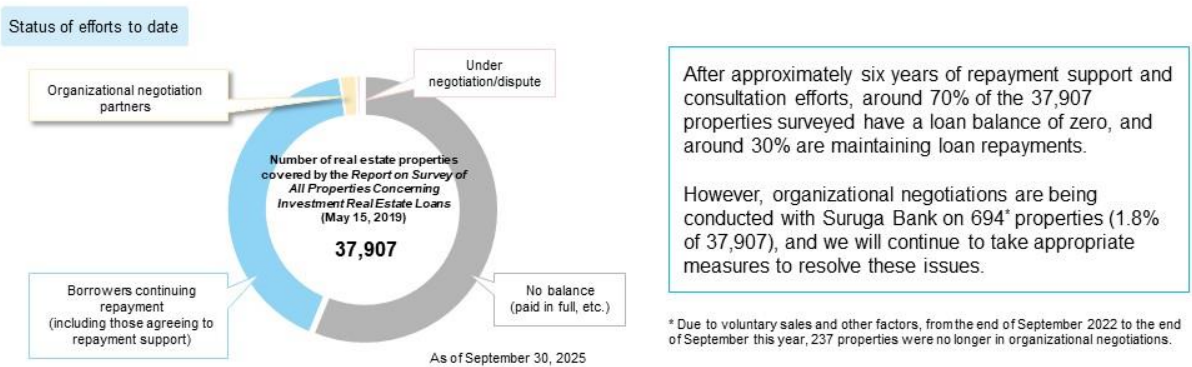
<sup>9</sup> For example, unilaterally proceeding with auction procedures without obtaining individual judicial judgment.

As outlined above, this is the current status of the Bank’s response to the Apaman Issue. The Bank recognizes that alleviating the burden on affected borrowers struggling with loan repayment is an urgent priority, and we are making every possible effort to bring peace of mind as quickly as possible. In particular, we believe that individual consultations and tailored measures will allow us to offer viable paths toward early resolution to many borrowers through dialogue.

In addition, to ease the concerns of all parties involved, the Bank will work to accelerate resolution of the Apaman Issue through these initiatives and will also remain committed to timely and appropriate disclosure of information. We appreciate your understanding.

### Reference Material 1: Status and coverage of investment real estate loans and organizational negotiation partners

#### Status and Coverage of Investment Real Estate Loans and Organizational Negotiation Partners



	Amount of disclosed claims*1			Coverage (as of Jun. 30, 2025)			
	(billion yen)	Mar. 31, 2024	Mar. 31, 2025	Jun. 30, 2025 (A)	Appraised collateral*2 (B)	Allowances/guarantees (C)	Coverage (B+C)/A
<b>Organizational negotiation partners</b>		87.3	82.1	80.7	31.3	49.4	99.96%

Notes:

- Disclosed claims under the Financial Reconstruction Act
- Normally, 90% of the total valuation method amount is used for collateral valuation of loans and other credit-related claims, but figures here use 100% of the total valuation method amount

• Negotiations ongoing for early resolution

➤ The uncovered amount is limited due to preventative allowances, etc. As such, financial soundness is adequately ensured.

## Reference Material 2: Examples of court decisions regarding Apaman loans and Suruga Bank's liability for damages

No.	Judgment Date	Jurisdiction	Points of Issue	Court Decision	Judgment
1	2021/6/2	Tokyo High Court	<ul style="list-style-type: none"> <li>•Can the following acts by the real estate agent be considered a tort liability?               <ul style="list-style-type: none"> <li>(1) Inducing a customer to enter into a sales contract by giving false explanations about the value of the property or income and expenditure of the property</li> <li>(2) Making the plaintiff take out a loan for more than the purchase price without being made fully aware of the amount to be borrowed</li> </ul> </li> <li>•If the Bank was involved in falsifying screening documents, can it be said that the plaintiff is not responsible for repaying the loan based on the principle of good faith?</li> </ul>	<ul style="list-style-type: none"> <li>•Tort liability due to fraud by the real estate agent not recognized               <ul style="list-style-type: none"> <li>(1) The sale price was not unreasonably high, and there were no false statements about the property's income and expenses (the sales contract and loan agreement are fundamentally legally separate and independent contracts, so the validity of a sales contract does not immediately affect the validity of a loan agreement)</li> <li>(2) The loan agreement is genuine and in accordance with the intentions of plaintiff</li> </ul> </li> <li>•The Bank was not aware of nor involved in the falsification of screening documents (the investigation report by the Third Party Committee does not necessarily reflect that the Bank was aware of or involved in any document falsification)</li> </ul>	Claim dismissed (Final judgment)
2	2021/10/7	Tokyo High Court	<ul style="list-style-type: none"> <li>•Assuming illegal acts by the real estate agent (falsification of screening documents, etc.), is the Bank's vicarious liability recognized or is joint tort liability recognized?</li> <li>•Does the Bank have an obligation to check customer's creditworthiness, for instance, checking documents that confirm customer's own funds, etc., at time of loan screening?</li> </ul>	<ul style="list-style-type: none"> <li>•Since the real estate agent is not found to be liable in tort, the Bank's vicarious liability or joint tort liability is not recognized based on this assumption</li> <li>•In general, when a bank makes a loan, it is not obligated to point out to the prospective borrower that there had been any forgery or falsification, unless the bank was aware of the forgery or falsification, or could have been aware of it having taken all reasonable care</li> </ul>	Claim dismissed (Final judgment)
3	2021/11/16	Tokyo District Court	<ul style="list-style-type: none"> <li>•Does the Bank have the following duty of care and can it be held jointly liable in tort?               <ul style="list-style-type: none"> <li>(1) Duty of care to check documents confirming customer funds, etc. (whether the Bank was aware of the frequent occurrence of falsification or fabrication of documents confirming customer funds, etc.)</li> <li>(2) Obligation to confirm real estate collateral valuation and explanation of valuation method</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>•The Bank does not have the following duty of care and cannot be held liable in tort               <ul style="list-style-type: none"> <li>(1) It is not recognized that there was a common understanding at the Bank that incidents such as falsification or fabrication of documents confirming customer funds, etc., were occurring frequently. The reason why banks ask for documents to verify a customer's financial resources is to determine the customer's ability to repay the loan and to mitigate credit risk. There is no obligation to verify the original documents with the customer.</li> <li>(2) Banks are only required to know the collateral value of the real estate for the possibility of non-repayment of loan. The Bank is not obliged to confirm the real estate collateral valuation or to explain the valuation method</li> </ul> </li> </ul>	Claim dismissed (Final judgment)
4	2022/7/7	Tokyo High Court	<ul style="list-style-type: none"> <li>•Is the Bank liable in joint tort on the grounds that it knew or could have known of the real estate agent's illegal acts (falsification of screening documents, etc.)?</li> <li>•Even if the Bank was unaware of the real estate agent's intent, can it be found to have negligently aided and abetted the real estate agent's illegal acts?</li> </ul>	<ul style="list-style-type: none"> <li>•Although the real estate agent's actions cannot avoid being ruled out as unfairly infringing on the plaintiff's rights, there is not enough evidence to prove that the Bank was aware of or knew of any intent of illegal action, and therefore no joint tort liability can be found</li> <li>•There is no reason to believe that the Bank negligently aided and abetted the real estate agent's actions.</li> </ul>	Claim dismissed (Final judgment)
5	2024/1/24	Tokyo District Court	<ul style="list-style-type: none"> <li>•Did a Bank employee instruct or knowingly and tacitly approve the real estate agent's (seller) falsification of the customer's bank balance or income (falsification)?</li> <li>•Even if the Bank employee was unaware of any fraudulent activity, if the Bank overlooked the fraudulent activity when executing the loan, was the bank guilty of illegal conduct toward its customer?</li> <li>•Is the Bank legally obligated to confirm that there is a reasonable basis for the seller, a real estate agent, to enter into a sales contract rather than a brokerage contract for the acquisition of real estate for investment?</li> </ul>	<ul style="list-style-type: none"> <li>•There is no evidence to suggest that Bank employees ordered or tacitly approved any fraudulent activity</li> <li>•If the loan was made merely because the Bank employees overlooked the fraudulent activities, there is no tort for breach of duty of care to the customer in relation to a customer who admits that he/she was aware of and cooperated with some part of the fraudulent activity</li> <li>•There is no reason to believe that a financial institution that receives a loan application has a legal obligation to confirm whether or not there is a rational basis for the customer for a sales contract rather than a brokerage contract</li> </ul>	Claim dismissed (Final judgment)
6	2024/2/28	Nagoya District Court	<ul style="list-style-type: none"> <li>•Did the Bank collude with the seller, a real estate agent, to conclude a sales contract with the purchase price exceeding the market value?</li> <li>•Does the Bank have an obligation to explain to its customers the contents of the contract and the purpose for which the loan proceeds will be used, as well as a duty of care and protection to ensure no unexpected damage, based on the principle of good faith?</li> </ul>	<ul style="list-style-type: none"> <li>•The price listed in the valuation report of the property submitted by the plaintiff as evidence does not represent the only appropriate market value equivalent, and it is not found that the plaintiff was induced to enter into a sales contract for a sales price higher than the market value equivalent in this case.</li> <li>•The fact that (i) a sales contract in which the purchase price was falsified and (ii) a forged internet banking balance statement were used in the screening of the conclusion of the loan agreement is not considered a circumstance that would lead to an inference of collusion between the Bank and the real estate agent.</li> <li>•Unless there are special circumstances, the financial institution that financed the sale and purchase is not liable in tort with regard to the conclusion of the sale and purchase contract. In this case, there are no circumstances sufficient to find that the defendant is liable in tort.</li> </ul>	Claim dismissed (Final judgment)
7	2024/3/21	Tokyo High Court	<ul style="list-style-type: none"> <li>•Can any joint tort involving fraud be established when a real estate agent deceives a plaintiff into purchasing real estate?</li> <li>•Can any joint tort be established based on the bank's assistance?</li> <li>•Does the real estate agent bear joint tort liability for breaching the duty to explain defects or other issues related to the property?</li> <li>•Can it be established that damages equivalent to the difference between the loan amount and the value of the property arose due to fraudulent loans caused by the intentional or negligent actions of the bank staff, and whether the bank staff bears joint tort liability for aiding in the fraudulent loans?</li> </ul>	<ul style="list-style-type: none"> <li>•There is insufficient evidence to establish that the real estate agent fabricated a false rent roll, and therefore, it cannot be recognized that they misrepresented the profitability of the property to solicit investment. As a result, joint tort liability is not established.</li> <li>•It cannot be established that the bank instructed the real estate agent to falsify the rent roll or was aware of the fraudulent rent roll. Therefore, joint tort liability based on the bank's assistance is not recognized.</li> <li>•There is insufficient evidence to establish that defects or other issues with the property existed at the time of the contract.</li> <li>•Therefore, the real estate agent's breach of the duty to explain is not recognized.</li> <li>•Even if alterations were made to assets or income and irregularities occurred in the bank's loan procedures, it cannot be concluded that such actions resulted in damages equivalent to the difference between the loan amount and the property's value.</li> <li>•Additionally, the bank staff does not bear joint tort liability for aiding in such actions.</li> </ul>	Claim dismissed (Final judgment)
8	2024/3/22	Tokyo District Court	<ul style="list-style-type: none"> <li>•Does the bank and its staff have a duty to explain to customers the authenticity of loan assessment documents and the disparity between the property's sale price and loan amount compared to market value? And if so, does failing to fulfill this duty constitute a violation of the customer's right to self-determination, thereby incurring liability for tort?</li> </ul>	<ul style="list-style-type: none"> <li>•The purpose of the bank's loan assessment process is to mitigate the risk of default.</li> <li>•Therefore, it is not readily considered that the bank has a duty to thoroughly verify the accuracy of documents submitted by customers or to explain the details of such verification.</li> <li>•It cannot be concluded that the bank staff knowingly condoned the falsification of documents or that they could have easily detected such falsifications.</li> <li>•The decision of whether to purchase a property and, if so, at what price is typically made at the buyer's own discretion and responsibility.</li> <li>•Therefore, it is difficult to interpret that the bank has a duty to investigate whether the sale price is appropriate or to explain this to the customer.</li> <li>•There is no sufficient and reliable evidence to establish that the property purchased by the customer deviated from market value.</li> </ul>	Claim dismissed (Final judgment)

9	2024/12/19	Tokyo High Court	<ul style="list-style-type: none"> <li>• Is a loan agreement, concluded after falsifying documents that confirm the customer's own funds, invalid as a violation of public policy and morals?</li> <li>• Does a claim for repayment under a loan agreement concluded in violation of Article 12-2, Paragraph 2 of the Banking Act, among other provisions, constitute an abuse of rights?</li> <li>• If there was intent to falsify documents that confirm the customer's own funds, or negligence in failing to verify the original documents, does this constitute a tort?</li> </ul>	<ul style="list-style-type: none"> <li>• Since there is no sufficient evidence to conclude that the bank conspired with the real estate agent to falsify documents that confirm the customer's own funds, the loan agreement cannot be deemed a violation of public policy and morals.</li> <li>• (While it may be generally recognized that banks should verify the originals of passbooks and other documents, there is no assertion or evidence establishing an obligation to verify all such originals.)</li> <li>• There is insufficient evidence to conclude that the bank demonstrated a complete disregard for compliance with Article 12-2, Paragraph 2 of the Banking Act, among other provisions, and therefore, the exercise of the right to claim repayment does not constitute an abuse of rights.</li> <li>• Banks are not generally understood to have an obligation to verify the originals of documents that confirm the customer's own funds.</li> <li>• (Even if internal bank procedures did not strictly enforce original document verification or implement measures against forged documents, this does not specifically indicate the review process in this case.)</li> <li>• Since there is no sufficient evidence to suggest an implicit conspiracy with the real estate agent or any indication that the bank had reason to suspect falsification, it cannot be concluded that the bank had a duty of care to verify the originals in the first place.</li> </ul>	Claim dismissed (Final judgment)
10	2024/12/23	Tokyo District Court	<ul style="list-style-type: none"> <li>• Does the solicitation conducted by the agent constitute a tort by misrepresenting profitability?</li> <li>• Did the bank conspire with the agent in carrying out the solicitation?</li> <li>• Occurrence and amount of damages</li> </ul>	<ul style="list-style-type: none"> <li>• The plaintiff argues that the simulation prepared by the agent misrepresented profitability. However, it was provided merely as a reference document and was not intended to guarantee a certain amount of remaining income.</li> <li>• As stated above, the solicitation does not constitute a tort. Even if it did, there is no sufficient evidence to conclude that the bank conspired with the agent.</li> <li>• There is no need to determine the occurrence or amount of damages.</li> </ul>	Claim dismissed (Final judgment)
11	2024/9/12 (2025/3/5 Finalized due to dismissal of the appeal.)	Fukuoka High Court	<ul style="list-style-type: none"> <li>• This case exhibits characteristics similar to the so-called "Suruga Scheme" as revealed in the investigation results published by the third-party committee. Therefore, the question arises as to whether fraudulent lending can also be inferred in this case.</li> <li>• Can the bank be held vicariously liable for the actions of its employees?</li> <li>• Does the bank, under the Banking Act, have a duty to inform customers of fraudulent acts by agents and the actual market value of real estate, in order to protect customers?</li> <li>• Can the bank officer, who is in a position to conduct necessary investigations to execute appropriate loans, be considered grossly negligent for failing to verify the original bankbook?</li> </ul>	<ul style="list-style-type: none"> <li>• Since the presence or absence of bank employee involvement in falsification and the manner thereof differ according to individual cases, it is difficult to infer, and it cannot be recognized that bank personnel were involved in falsification or deception; therefore, no tort is established.</li> <li>• Since no tort by bank personnel is established, vicarious liability also does not arise.</li> <li>• There is no evidence to acknowledge the fact that bank personnel were aware of the agent's falsification acts or that the actual market value of the real estate was divergent from the stated value, thus lacking the prerequisite for disclosure obligations.</li> <li>• The bank personnel's negligence in failing to verify the original bankbook constitutes negligence in relation to the bank in that it caused the bank to misjudge creditworthiness and execute the loan, but does not constitute any breach of duty toward the borrowers who were able to receive the loan.</li> </ul>	Claim dismissed (Final judgment)
12	2025/4/7	Tokyo District Court	<ul style="list-style-type: none"> <li>• If a bank colludes with a real estate agent or negligently overlooks the agent's fraudulent conduct, thereby inducing the customer to enter into a loan agreement and engaging in tied sales of other financial products, is the portion of the secured loan that exceeds the fair market value of the property, and the entire amount of the unsecured loan, invalid as being contrary to public policy?</li> <li>• Does the bank's conduct constitute a tort based on collusion with the real estate agent, or alternatively, a tort based on negligence?</li> </ul>	<ul style="list-style-type: none"> <li>• It cannot be recognized that the bank colluded with the real estate agent or knowingly overlooked the agent's fraudulent conduct when entering into the loan agreement, nor that the unsecured loan agreement was a condition for the secured loan. Furthermore, there are no other circumstances that would be deemed contrary to public policy. Therefore, none of the aforementioned loans can be considered invalid.</li> <li>• Since it cannot be recognized that the bank was involved in misconduct in collusion with the real estate agent or executed loans while aware of misconduct, no tort based on collusion is established.</li> <li>• Loan screening is conducted for the bank's credit management purposes and cannot be said to guarantee the appropriateness or validity of transactions; it is difficult to say that the bank bears a legal obligation to conduct proper screening for customers, and it cannot be acknowledged that inadequate loan screening was conducted; therefore, no tort based on negligence is established.</li> </ul>	Claim dismissed (Final judgment)
13	2025/6/30	Tokyo District Court	<ul style="list-style-type: none"> <li>• Can it be recognized that there was falsification in the documents submitted to the bank?</li> <li>• Can the bank's tort liability be recognized regarding the aforementioned document falsification?</li> </ul>	<ul style="list-style-type: none"> <li>• While it appears that there was falsification in the copies of bankbooks, it cannot be recognized that there was falsification in the rent rolls.</li> <li>• From the descriptions in investigation reports and press releases, it cannot immediately be acknowledged that there were systematic falsification acts within the bank organization, and even with other evidence, it cannot be recognized that the bank or its employees were involved in the falsification of bankbook copies; therefore, the bank's tort liability is not recognized.</li> </ul>	Claim dismissed (Final judgment)

Note : 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.