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Securities code: 7532
November 14, 2013

To Our Shareholders

Takao Yasuda
Chairman and President, Representative Director
Don Quijote Co., Ltd.
2-19-10 Aobadai, Meguro-ku, Tokyo

Notice of Convocation of the Extraordinary General Meeting of Shareholders

You are cordially invited to attend the Extraordinary General Meeting of Shareholders of Don Quijote Co., Ltd. (the “Company”). The meeting will be held as described below.

If you are unable to attend the meeting, you may exercise your voting rights in writing or via the Internet, etc. Please review the attached Reference Documents for the General Meeting of Shareholders and return the enclosed Voting Rights Exercise Form by indicating your approval or disapproval to arrive at the Company by 6:00 p.m. on November 28 (Thursday), 2013 in Japan time, or exercise your voting rights online via the designated website (<http://www.evote.jp/>) by 6:00 p.m. on the same day.

- 1. Date and Time:** November 29 (Friday), 2013, 10:00 a.m.
- 2. Place:** Hourai-no-ma (2nd floor), Meiji Kinenkan
2-2-23 Moto-Akasaka, Minato-ku, Tokyo
- 3. Agenda for the Meeting**

Matters to be resolved:

- Proposal No. 1:** Approval of Absorption-Type Company Split Agreement
Proposal No. 2: Partial Amendments to the Articles of Incorporation
Proposal No. 3: Election of One (1) Director
Proposal No. 4: Election of One (1) Statutory Auditor

For those attending, please present the enclosed Voting Rights Exercise Form on attendance to the receptionist.

If there are any amendments to the Reference Documents for the General Meeting of Shareholders, the revised version will be posted on our website at <http://www.donki.com/group/ir/> (in Japanese only).

Reference Documents for the General Meeting of Shareholders

Proposal No. 1: Approval of Absorption-Type Company Split Agreement

The Company and Don Quijote Preparatory Co., Ltd., a wholly-owned subsidiary of the Company (the “Company Split Successor Company”) agreed to execute a company split to cause the Company Split Successor Company to succeed to the businesses of the Company (excluding the business relating to control and management of the business activities of the companies whose shares are held by the Company and the business relating to operation of the Don Quijote Group), effective on December 2, 2013 (the “Company Split”), and entered into an Absorption-Type Company Split Agreement for the Company Split on October 28, 2013.

This proposal is intended to request the approval of the shareholders as to the content of the Absorption-Type Company Split Agreement for the Company Split.

* Effective on December 2, 2013, the Company and the Company Split Successor Company schedule to change their trade names to “Don Quijote Holdings Co., Ltd.” and “Don Quijote Co., Ltd.,” respectively.

1. Reasons for Executing the Absorption-Type Company Split

The business environment surrounding the Don Quijote Group does show some promising signs including the pickup of domestic stock market against the backdrop of positive effects of the recent governmental policies. But consumer spending has remained weak given the general public’s fears about a reduction in their disposable income that would result from the increase in consumption taxes that is scheduled to take place in 2014, and the economy itself is staging only a modest recovery. Meanwhile, business conditions remain harsh as competition among enterprises keeps intensifying consistently.

Amidst such a difficult business environment, by making full use of its ability to respond quickly to changes, the Company has endeavored to further enhance the attractiveness of “Don Quijote” as its core discount store business model. In addition, since about 2005, the Company has continued to turn business companies primarily in the retail sector into its subsidiaries and rehabilitate unprofitable stores. It has succeeded in transforming companies such as Nagasakiya Co., LTD. (a GMS network operator) and Doit Co., Ltd. (a home improvement center network operator) into enterprises capable of generating profits by injecting Don Quijote’s own operational practice and know-how. As a result, for the fiscal year ended June 2013, the Company was able to report increases in both net sales and operating income for 24 consecutive terms, and achieve growth to become one of the leading corporate groups in the Japanese retail business with consolidated sales exceeding ¥500 billion.

Under these circumstances, in the interest of assuring further growth, the Company wishes to seek to clearly articulate the framework for authority and accountability at each Group member company and to build a Group operating framework that would facilitate dynamic and flexible management decision making. It has hence decided to adopt a policy to switch to a pure holding company structure.

2. Overview of the content of the Absorption-Type Company Split Agreement

An overview of the content of the Absorption-Type Company Split Agreement for the Company Split is as described below:

Absorption-Type Company Split Agreement (Duplicate)

This Absorption-Type Company Split Agreement (hereinafter referred to as “this Agreement”) is made and entered into by and between Don Quijote Co., Ltd. (hereinafter referred to as “Don Quijote”) and Don Quijote Preparatory Co., Ltd. (hereinafter referred to as “Successor”) in connection with a certain absorption-type company split whereby Successor would succeed to the Businesses of Don Quijote prescribed in Article 2 hereof (hereinafter referred to as the “Absorption-Type Company Split”).

Article 1. Trade Names and Addresses of the Parties to the Company Split

Both parties hereby confirm that the trade names and addresses of the splitting company in the absorption-type company split and the successor company in the absorption-type company split are as stated below:

(1) Don Quijote: Splitting company in the absorption-type company split

Trade Name: Don Quijote Co., Ltd. (to be renamed as “Don Quijote Holdings Co., Ltd.” effective on December 2, 2013)

Address: 2-19-10 Aobadai, Meguro-ku, Tokyo

(2) Successor: Successor company in the absorption-type company split

Trade Name: Don Quijote Preparatory Co., Ltd. (to be renamed as “Don Quijote Co., Ltd.” effective on December 2, 2013)

Address: 2-19-10 Aobadai, Meguro-ku, Tokyo

Article 2. Absorption-Type Company Split

Don Quijote shall cause Successor to, and Successor shall, succeed, by means of absorption-type company split, to Don Quijote’s rights and obligations specified in the following Article that are associated with any and all of the businesses (excluding the business relating to control and management of the companies whose shares are held by Don Quijote and the business relating to operation of the Don Quijote Group; hereinafter referred to as the “Businesses”) that Don Quijote operates as of the time of lapse of the day immediately preceding the effective date prescribed in Article 6 hereof (hereinafter referred to merely as the “Effective Date” except as referred to in Article 6 hereof).

Article 3. Rights and Obligations to Which Successor Shall Succeed under the Absorption-Type Company Split

1. The rights and obligations to which Successor shall succeed from Don Quijote (hereinafter referred to as the “Rights and Obligations Subject to Succession”) shall be as described in the Exhibit hereto entitled “Detailed List of Rights and Obligations Subject to Succession.” Pursuant to the provisions of the Detailed List of Rights and Obligations Subject to Succession, any rights and obligations associated with the Businesses that may become vested in Don Quijote during the period between the date of conclusion hereof and the Effective Date shall be included in the Rights and Obligations Subject to Succession.

2. All of the debt obligations shall be succeeded to by Successor from Don Quijote by means of concurrent (or cumulative) assumption of debt obligations; provided, however, that Successor shall be the ultimate obligor of debt obligations between Don Quijote and Successor in this case and that if Don Quijote is required to perform or otherwise bear any of the debt obligations succeeded, Don Quijote shall be entitled to demand that Successor compensate Don Quijote for the entire amount of said debt obligations.
3. If it runs counter to Don Quijote's obligations set forth in each contract with other parties to cause Successor to succeed to Don Quijote's contractual status included in the Rights and Obligations Subject to Succession or the rights and obligations thereunder (hereinafter referred to collectively as the "Contractual Status, etc.") by means of the Absorption-Type Company Split and if it is not possible to cause the other parties of said contracts to give consent to exemption of said obligation, if Don Quijote sees no prospect of performing the procedures necessary for causing Successor to succeed to Don Quijote's Contractual Status, etc. under said contracts as of the day immediately preceding the Effective Date, or if causing Successor to succeed to Don Quijote's Contractual Status, etc. causes a significant disadvantage to Don Quijote or Successor, then both parties shall exclude said Contractual Status, etc. from the Rights and Obligations Subject to Succession.
4. The assets and liabilities included in the Rights and Obligations Subject to Succession shall be calculated and accounted for on the basis of the balance sheet as of June 30, 2013 and other financial status as of the same date, and shall be finalized by reflecting any increases and decreases that may occur up to the day immediately preceding the Effective Date.

Article 4. Consideration for the Absorption-Type Company Split

Successor shall not deliver any stock, money or any other property to Don Quijote in association with the Absorption-Type Company Split.

Article 5. General Meeting of Shareholders for Approval of Company Split

Don Quijote shall hold a General Meeting of Shareholders no later than the day immediately preceding the Effective Date prescribed in the following Article, and shall seek approval of this Agreement and any and all other matters necessary for the Absorption-Type Company Split.

Article 6. Effective Date

The Effective Date of the Absorption-Type Company Split shall be December 2, 2013; provided, however, that if necessary for reasons of procedural progress or any other cause, both parties may mutually consult and change said Effective Date.

Article 7. Duty of Non-Competition

Don Quijote shall not assume any duty of non-competition prescribed in Article 21 of the Companies Act with respect to the Businesses even after completion of the Absorption-Type Company Split.

Article 8. Change of Conditions for the Absorption-Type Company Split and Cancellation of this Agreement

If, during the period between the date of conclusion of this Agreement and the day immediately preceding the Effective Date of the Absorption-Type Company Split, the financial position or business conditions of either party change materially due to a natural disaster or any other cause, if an incident

that causes a significant obstacle in executing the Absorption-Type Company Split occurs, or if it otherwise becomes difficult to fulfill the purpose of the Absorption-Type Company Split, both parties shall mutually consult, and may change the conditions for the Absorption-Type Company Split or cancel this Agreement.

Article 9. Validity of this Agreement

This Agreement shall cease to be in force and effect if the approval of Don Quijote’s General Meeting of Shareholders prescribed in Article 5 hereof is not obtained, if any of the approvals of the competent governmental agencies prescribed by laws and regulations are not obtained, or if this Agreement is cancelled pursuant to the provisions of the preceding Article.

Article 10. Matters Not Specifically Prescribed

Both parties shall mutually consult and decide on the matters necessary for the Absorption-Type Company Split other than the matters prescribed in this Agreement in accordance with the purpose and intent of the Absorption-Type Company Split.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement in one (1) copy upon affixing the names and seals hereof, with Don Quijote retaining the original copy and Successor retaining a duplicate copy.

October 28, 2013

For Don Quijote:	Takao Yasuda	[Seal]
	Representative Director	
	Don Quijote Co., Ltd.	
	2-19-10 Aobadai, Meguro-ku, Tokyo	
For Successor:	Takao Yasuda	[Seal]
	Representative Director	
	Don Quijote Preparatory Co., Ltd.	
	2-19-10 Aobadai, Meguro-ku, Tokyo	

Exhibit Detailed List of Rights and Obligations Subject to Succession

The assets, debt obligations, employment contracts and other rights and obligations to which Successor would succeed from Don Quijote shall be the following rights and obligations that are vested in Don Quijote as of the Effective Date of the Absorption-Type Company Split:

1. Assets

(1) Current assets

- (i) Any and all of cash and deposits (excluding the cash and deposits managed by the business units relating to control and management of the business activities of the companies whose shares are held by Don Quijote and by the business units relating to operation of the Don Quijote Group (collectively the “Business Units Relating to Group Operation, etc.”))
- (ii) Any and all trade accounts receivable, merchandise and finished goods, prepaid expenses and other current assets to which Successor can legally succeed from Don Quijote (excluding those which relate to the contractual status and rights and obligations incidental thereto that cannot be succeeded from Don Quijote to Successor pursuant to the provisions of (1) of 4. “Other Rights and Obligations” of this Exhibit, and those relating to securities and dividends received)

(2) Noncurrent assets

- (i) Any and all structures (excluding those controlled by the Business Units Relating to Group Operation, etc.)
- (ii) Any and all tools, furniture, fixtures and vehicles (excluding those controlled by the Business Units Relating to Group Operation, etc.)
- (iii) Any and all software to which Successor can legally succeed from Don Quijote (excluding that which relates to the contractual status and rights and obligations incidental thereto that cannot be succeeded from Don Quijote to Successor pursuant to the provisions of (1) of 4. “Other Rights and Obligations” of this Exhibit)
- (iv) Any and all long-term loans receivable, long-term prepaid expenses, lease and guarantee deposits and other investments to which Successor can legally succeed from Don Quijote (excluding those which relate to the contractual status and rights and obligations incidental thereto that cannot be succeeded from Don Quijote to Successor pursuant to the provisions of (1) of 4. “Other Rights and Obligations” of this Exhibit, and those controlled by the Business Units Relating to Group Operation, etc.)

(3) Other assets

Any and all other assets relating to the Businesses (excluding those controlled by the Business Units Relating to Group Operation, etc.; any assets for which separate provisions are prescribed in this Exhibit shall be dealt with pursuant to said provisions)

2. Debt Obligations

(1) Current liabilities

Any and all trade accounts payable, other accounts payable, accrued expenses, deposits received and other current liabilities to which Successor can legally succeed from Don Quijote (excluding those which relate to the contractual status and rights and obligations incidental thereto that cannot be succeeded from Don Quijote to Successor pursuant to the provisions of (1) of 4. “Other Rights and Obligations” of this Exhibit, loans payable and bonds payable)

(2) Long-term liabilities

Any and all long-term liabilities to which Successor can legally succeed from Don Quijote (excluding those which relate to the contractual status and rights and obligations incidental thereto that cannot be succeeded from Don Quijote to Successor pursuant to the provisions of (1) of 4. “Other Rights and Obligations” of this Exhibit, those which relate to directors’ retirement benefits, long-term loans payable, and bonds and convertible bonds payable).

3. Employment Contracts

Any and all employment contracts with those employees who are employed by Don Quijote as of the Effective Date of the Absorption-Type Company Split (excluding those enrolled in the Business Units Relating to Group Operation, etc.)

4. Other Rights and Obligations

- (1) Contractual status relating to any and all contracts concluded by Don Quijote as of the Effective Date of the Absorption-Type Company Split, and any rights and obligations arising therefrom (excluding the rights and obligations relating to the contracts listed below):
 - (i) Contracts relating to procurement of funds (including banking transaction agreements, overdraft agreements, loan agreements for consumption, master deposit agreements and contracts relating to bonds and Don Quijote’s shares but excluding contracts relating to securitization of assets (excluding those contracts concluded after conclusion of this Agreement in connection with its credit enhancement))
 - (ii) Contracts relating to loans to subsidiaries and affiliates, contracts relating to long-term loans to employees, contracts relating to loans managed by the Business Units Relating to Group Operation, etc., and contracts concluded in connection with credit enhancement of subsidiaries and affiliates
 - (iii) Contracts relating to financial derivatives (excluding those relating to foreign exchange contracts, etc.)
 - (iv) Contracts relating to stock acquisition, stock transfer, merger, company split, business acquisition, business assignment, equity investment, company establishment, joint venture, liquidation, and capital affiliation
 - (v) Brand royalty contracts, license contracts, technical assistance contracts, and other intellectual property rights and know-how related contracts that are managed by the Business Units Relating to Group Operation, etc.
 - (vi) Those IT-related contracts managed by the Business Units Relating to Group Operation, etc. under which a sublicensing right for the company in which Don Quijote invests is granted to Don Quijote
 - (vii) Contracts relating to business affiliation, joint development, outsourcing and various arrangements that are managed by the Business Units Relating to Group Operation, etc.
 - (viii) Contracts concluded with subsidiaries and affiliates that are managed by the Business Units Relating to Group Operation, etc.
 - (ix) Contracts concluded with attorneys at law, audit corporations, financial institutions, consulting firms, tax accountant corporations, certified public tax accountants, judicial scriveners, etc. that are managed by the Business Units Relating to Group Operation, etc.
 - (x) Contracts relating to furniture and fixtures and vehicles that are managed by the Business

Units Relating to Group Operation, etc.

- (xi) Contracts relating to dispatch of officers that are managed by the Business Units Relating to Group Operation, etc.
 - (xii) Any and all other contracts relating to any of the abovementioned contracts (irrespective of whether they are memoranda of understanding, statements of mutual agreement, etc.)
- (2) Any and all permits, authorizations, approvals, registrations and reports to which Successor can legally succeed from Don Quijote (excluding those managed by the Business Units Relating to Group Operation, etc.)

5. Overview of the Content Prescribed in Article 183 of the Ordinance for Enforcement of the Companies Act

(1) Appropriateness of matters relating to consideration

On the occasion of the Absorption-Type Company Split, the Company Split Successor Company will not deliver stock, money or any other property to the Company. However, as the Company holds all of the shares of the Company Split Successor Company, we have determined that such content is appropriate.

(2) Appropriateness of matters relating to amounts of capital stock and legal capital surplus

Neither the capital stock nor legal capital surplus of the Company Split Successor Company increases as a result of the Absorption-Type Company Split.

(3) Appropriateness of matters relating to subscription rights to shares

Not applicable

(4) Balance sheet as of the date of incorporation of the Company Split Successor Company

Balance sheet as of the date of incorporation of Don Quijote Preparatory Co., Ltd. (August 14, 2013)

(Millions of yen)

Account Item	Amount	Account Item	Amount
Assets		Liabilities	–
Current assets	100	Net assets	100
Cash and deposits	100	Capital stock	100
Total assets	100	Total liabilities and net assets	100

(5) Matters relating to events that materially affect the status of company assets such as disposition of material assets that occurred subsequent to the date of incorporation of the Company Split Successor Company

Not applicable

(6) Matters relating to events that materially affect the status of company assets such as disposition of material assets that occurred subsequent to the last day of the final fiscal year of the Company

(i) Dividends of surplus

The Company paid dividends of surplus at 23 yen per share with record date of June 30, 2013 and payment period of September 27, 2013 to September 26, 2016.

(ii) Transfer of noncurrent assets to consolidated subsidiary

A policy to transfer a part of the noncurrent assets held by the Company and the consolidated subsidiaries of the Company to Japan Asset Marketing Co., Ltd., a consolidated subsidiary of the Company, was resolved at a meeting of the Board of Directors of the Company held on July 26, 2013. Japan Asset Marketing Co., Ltd. has also resolved the policy to acquire the noncurrent assets.

Consequently, most of the buildings held by the Company and the consolidated subsidiaries of the Company (carrying amount on consolidated balance sheet as of the end of June 2013 (net): 61,726 million yen) will be transferred, but the concrete details, transfer price, gain from transfer or other similar matters of the transferred assets have not been determined as of October 28, 2013, the day on which the holding of this extraordinary general meeting of shareholders was decided.

Further, the date of execution of agreement, date of delivery of properties or other similar matters have not been determined as of October 28, 2013, the day on which the holding of this extraordinary general meeting of shareholders was decided.

(iii) Establishment of holding company for overseas businesses and execution of share purchase agreement by a U.S. consolidated subsidiary (making a company a subsidiary's subsidiary)

On July 10, 2013, the Company and Nagasakiya Co., LTD. ("Nagasakiya") have jointly established Pan Pacific International Holdings Pte. Ltd. ("PPI Holdings") in the Republic of Singapore as a holding company for overseas businesses, functioning as the headquarters of the Company's overseas business operation. On July 12, 2013, the Company also executed a share purchase agreement for the acquisition of MARUKAI CORPORATION (USA) ("MARUKAI"), a subsidiary of MARUKAI CORPORATION (JPN) and the operator of eleven stores in the U.S. states of Hawaii and California, via Pan Pacific International & Co., a PPI Holdings' subsidiary (incorporated in the U.S. state of Delaware, "PPI Delaware") and acquired the shares on September 30, 2013.

An outline of the holding company for overseas business (PPI Holdings) is as follows (as of September 30, 2013).

- | | |
|--|---|
| (a) Trade Name: | Pan Pacific International Holdings Pte. Ltd. |
| (b) Main Business: | Formulation of strategies, management guidance, control and management of the Group's overseas businesses |
| (c) Date Established: | July 10, 2013 |
| (d) Location of Head Office: | 6001 BEACH ROAD #14-01 GOLDEN MILE TOWER,
SINGAPORE (199589) |
| (e) Representative: | Chairman: Takao Yasuda |
| (f) Capital Stock: | 1,000,000 USD and 1 SGD |
| (g) Major Shareholders and Shareholding Ratio: | Nagasakiya 60.00%
Don Quijote International Co., Ltd. 40.00% |

Further, an outline of the subsidiary that changed the consolidation status (MARUKAI) is

as follows (as of September 30, 2013).

- (a) Trade Name: MARUKAI CORPORATION (USA)
- (b) Main Business: Retail (operation of supermarket, etc.), product development, import, and sale of food and household items
- (c) Date Established: March 25, 1965
- (d) Location of Head Office: 2310 Kamehameha Highway, Honolulu, HI 96819
- (e) Representative: President: Kenji Sekiguchi
- (f) Capital Stock: 319,000 USD
- (g) Major Shareholders and Shareholding Ratio:
Pan Pacific International & Co. 100.00%

Proposal No. 2: Partial Amendments to the Articles of Incorporation

1. Reasons for the Amendments

As described in Proposal No. 1 “Approval of Absorption-Type Company Split Agreement,” the Company wishes to change its management organization effective on December 2, 2013 (planned) from the business company structure to a pure holding company structure (scheduled to change its trade name to “Don Quijote Holdings Co., Ltd.” on the same day).

In association with this change, subject to Proposal No. 1 being approved and adopted and the Company Split taking effect, the Company proposes to amend Article 1 (Trade Name) and Article 2 (Purpose) of its Articles of Incorporation, and add a supplementary provision thereto to the effect that said partial amendments will be in force and effect on December 2, 2013.

2. Description of the Amendments

The Company proposes that the Articles of Incorporation of the Company be amended as follows:

(Amendments are underlined)

Current Articles of Incorporation	Proposed Amendments
<p style="text-align: center;">Chapter I General Provisions</p> <p>Article 1. Trade Name</p> <p style="padding-left: 40px;">The name of the Company shall be <u>Kabushiki Kaisha Don Quijote</u> and shall be expressed in English as <u>Don Quijote Co., Ltd.</u></p> <p>Article 2. Purpose</p> <p style="padding-left: 40px;">The purpose of the Company shall be to <u>engage in the businesses listed below:</u></p> <p style="padding-left: 40px;"><u>(New establishment)</u></p>	<p style="text-align: center;">Chapter I General Provisions</p> <p>Article 1. Trade Name</p> <p style="padding-left: 40px;">The name of the Company shall be <u>Kabushiki Kaisha Don Quijote Holdings</u> and shall be expressed in English as <u>Don Quijote Holdings Co., Ltd.</u></p> <p>Article 2. Purpose</p> <p style="padding-left: 40px;"><u>1.</u> The purpose of the Company shall be to <u>control or manage the business activities of the companies (including foreign companies), partnerships (including entities equivalent to partnerships in foreign states), and other similar business bodies engaging in the businesses listed below and to engage in businesses incidental or related thereto by holding the shares of or equity interests in such companies, partnerships and other similar business bodies.</u></p> <p style="padding-left: 40px;"><u>(1) Department store goods retail business and commerce, and manufacture, processing, consignment and wholesale of products related thereto</u></p>

Current Articles of Incorporation	Proposed Amendments
<u>1.</u> Sale of sundry goods, furniture, bed-clothing, and interior goods	<u>(2)</u> Sale of sundry goods, furniture, bed-clothing, and interior goods
<u>2.</u> Sale and repair of household electric appliances, telecommunication equipment, computers, household gas/petroleum equipment, air-conditioning systems, water supply and drainage systems, hot-water supply systems, and fire control systems	<u>(3)</u> Sale and repair of household electric appliances, telecommunication equipment, computers, household gas/petroleum equipment, air-conditioning systems, water supply and drainage systems, hot-water supply systems, and fire control systems
<u>3.</u> Sale of clothing, garments, dry goods, shoes and footwear	<u>(4)</u> Sale of clothing, garments, dry goods, shoes and footwear
<u>4.</u> Sale, repair and processing of motor vehicles, auto accessories, and bicycles	<u>(5)</u> Sale, repair and processing of motor vehicles, auto accessories, and bicycles
<u>5.</u> Sale of building materials, coating materials, lumber, electrical work instruments/tools, and construction-use tools	<u>(6)</u> Sale of building materials, coating materials, lumber, electrical work instruments/tools, and construction-use tools
<u>6.</u> Sale of pet animals, pet supplies, trees for gardening, horticultural vegetation and supplies, fertilizers, feeding stuff, industrial chemicals, and pharmaceuticals for animal	<u>(7)</u> Sale of pet animals, pet supplies, trees for gardening, horticultural vegetation and supplies, fertilizers, feeding stuff, industrial chemicals, and pharmaceuticals for animals
<u>7.</u> Sale of toys, stationery items, books, office supplies, sporting goods, fishing gear, records, audio software, video software, and musical instruments	<u>(8)</u> Sale of toys, stationery items, books, office supplies, sporting goods, fishing gear, records, audio software, video software, and musical instruments
<u>8.</u> Sale of pharmaceuticals, quasi-drugs, medical equipment, healthcare equipment, sanitary articles, cosmetics, and measuring instruments	<u>(9)</u> Sale of pharmaceuticals, quasi-drugs, medical equipment, healthcare equipment, sanitary articles, cosmetics, and measuring instruments
<u>9.</u> Sale of noble metals, jewelry, glasses, optical equipment, and fine arts and crafts	<u>(10)</u> Sale of noble metals, jewelry, glasses, optical equipment, and fine arts and crafts
<u>10.</u> Sale of foods, alcoholic beverages, drinking water, cereal grain, salt, tobacco, stamps, revenue stamps, telephone cards, gift certificates, expressway toll tickets, etc.	<u>(11)</u> Sale of foods, alcoholic beverages, drinking water, cereal grain, salt, tobacco, stamps, revenue stamps, telephone cards, gift certificates, expressway toll tickets, etc.
<u>11.</u> Wholesale, appraisal, and mail-order sale of the goods listed above, sale of antiques, rental business, and export/import business	<u>(12)</u> Wholesale, appraisal, and mail-order sale of the goods listed above, sale of antiques, rental business, and export/import business

Current Articles of Incorporation	Proposed Amendments
<p><u>12.</u> Offering management guidance to enterprises operating the businesses listed above</p>	<p><u>(13)</u> Offering management guidance to enterprises operating the businesses listed above</p>
<p><u>13.</u> Management of restaurants, sporting facilities, karaoke rooms, game centers and other entertainment and recreational facilities</p>	<p><u>(14)</u> <u>Construction, operation and management of tenants, retail stores, restaurants, specialty stores, sporting facilities, karaoke rooms, game centers, exhibition/storage facilities and other commercial, entertainment and recreational facilities</u></p>
<p><u>14.</u> Production, sale and leasing of computer software</p>	<p><u>(15)</u> Production, sale and leasing of computer software</p>
<p><u>15.</u> Leasing, trading, broking and management of real estate, and management of parking lots <u>(New establishment)</u></p>	<p><u>(16)</u> Leasing, trading, broking and management of real estate, and management of parking lots <u>(17)</u> <u>Real estate marketing research service</u></p>
<p><u>16.</u> Non-life insurance agency business, and life insurance solicitation service</p>	<p><u>(18)</u> Non-life insurance agency business, and life insurance solicitation service</p>
<p><u>17.</u> Door-to-door parcel service; photographic developing, printing and enlarging; laundry service; sale of train/bus tickets; sale of air tickets; and commissioned sale of tickets for movies, theatrical shows, concerts and sporting events</p>	<p><u>(19)</u> Door-to-door parcel service; photographic developing, printing and enlarging; laundry service; sale of train/bus tickets; sale of air tickets; and commissioned sale of tickets for movies, theatrical shows, concerts and sporting events</p>
<p><u>18.</u> Collection service for electricity, city gas, water, telephone and TV reception charges</p>	<p><u>(20)</u> Collection service for electricity, city gas, water, telephone and TV reception charges</p>
<p><u>19.</u> Planning for, and acquisition, preservation, use and sale of industrial property rights, copyrights and other intangible property rights, know-how, system engineering and other software</p>	<p><u>(21)</u> Planning for, and acquisition, preservation, use and sale of industrial property rights, copyrights and other intangible property rights, know-how, system engineering and other software</p>
<p><u>20.</u> Various information-provision services</p>	<p><u>(22)</u> Various information-provision services</p>
<p><u>21.</u> Catalog-order business</p>	<p><u>(23)</u> Catalog-order business</p>
<p><u>22.</u> Planning for, and production, publicity and sales of advertisement, publication and printing, projected-imaging, audio and other media</p>	<p><u>(24)</u> Planning for, and production, publicity and sales of advertisement, publication and printing, projected-imaging, audio and other media</p>
<p><u>23.</u> Pawn shop and money-lending business</p>	<p><u>(25)</u> Pawn shop and money-lending business</p>

Current Articles of Incorporation	Proposed Amendments
<p><u>24.</u> Travel agency business under the Travel Agency Act <u>(New establishment)</u></p> <p><u>(New establishment)</u></p> <p><u>(New establishment)</u></p> <p><u>(New establishment)</u></p> <p><u>(New establishment)</u></p> <p><u>25.</u> Consulting business for the businesses listed above under a franchise system</p> <p><u>26.</u> Any and all services incidental to the businesses listed above <u>(New establishment)</u></p> <p><u>(New establishment)</u></p>	<p><u>(26)</u> Travel agency business under the Travel Agency Act</p> <p><u>(27)</u> <u>Acquisition, holding, management and trading of, and investment in, stocks, bonds and other securities</u></p> <p><u>(28)</u> <u>Accounting and administrative processing service</u></p> <p><u>(29)</u> <u>Claims-purchasing business</u></p> <p><u>(30)</u> <u>Discounting and purchasing of bills</u></p> <p><u>(31)</u> <u>Sales promotion service through use of mobile devices, etc.</u></p> <p><u>(32)</u> Consulting business for the businesses listed above under a franchise system</p> <p><u>(33)</u> Any and all services incidental to the businesses listed above</p> <p><u>2.</u> <u>The Company shall be allowed to engage in the businesses specified in the items of the preceding paragraph and businesses incidental or related thereto.</u></p> <p><u>Supplementary Provision</u></p> <p><u>The amendments to Article 1 (Trade Name) and Article 2 (Purpose) shall be in force and effect on December 2, 2013. This Supplementary Provision shall be deleted after said amendments take effect.</u></p>

(Note) Some underlining does not coincide with the Japanese version because of translation adjustments.

Proposal No. 3: Election of One (1) Director

The Company proposes that shareholders elect one (1) Director, increasing the number of Directors by one (1) in order to further enhance and strengthen the management team. The term of office of the newly elected Director shall be until the expiration of the term of office of the other incumbent Directors pursuant to the provisions of the Articles of Incorporation of the Company.

The candidate for Director is as follows:

Name (Date of birth)	Career summary and position and areas of responsibility in the Company (Significant concurrent positions)	Number of the Company shares held
Kenji Sekiguchi (October 20, 1964)	May 1997 Joined the Company	500 shares
	May 2006 General Manager of Business Development Department of the Company	
	November 2007 Vice-President and Representative Director of Nagasakiya Co., LTD.	
	April 2013 President and Representative Director of Nagasakiya Co., LTD. (current position)	
	September 2013 President of MARUKAI CORPORATION (current position)	

- (Notes)
1. The candidate for Director, Mr. Kenji Sekiguchi, is serving concurrently as Representative Director of Nagasakiya Co., LTD., which has a business relationship with the Company involving purchasing and selling of goods, real estate leasing, etc. Mr. Kenji Sekiguchi, is also serving concurrently as President of MARUKAI CORPORATION, to which the Company extends loans.
 2. There is no special interest other than the above between the candidate and the Company.

Proposal No. 4: Election of One (1) Statutory Auditor

The Company proposes that shareholders elect one (1) Statutory Auditor, increasing the number of Statutory Auditors by one (1) in order to further strengthen and enhance the audit system.

The Company has obtained the consent of the Board of Statutory Auditors on this proposal.

The candidate for Statutory Auditor is as follows:

Name (Date of birth)	Career summary and position in the Company (Significant concurrent positions)	Number of the Company shares held
Yasunori Yoshimura (January 26, 1949)	March 1975 Graduated Keio University (School of Medicine)	0 shares
	November 1995 Professor of Keio University (Department of Obstetrics and Gynecology, School of Medicine) (current position)	
	November 2010 President of Japan Society for Reproductive Medicine (current position)	
	June 2011 Outside Director of ASKA Pharmaceutical Co., Ltd. (current position)	
	August 2011 President of Japan Society of Gynecologic and Obstetric Endoscopy and Minimally Invasive Therapy (current position)	
March 2013 Special Advisor to the Cabinet (in charge of measures to counter the declining birthrate and support for child-raising) (current position)		

- (Notes)
1. There is no special interest between the above candidate and the Company.
 2. Mr. Yasunori Yoshimura is a candidate for outside Statutory Auditor of the Company.
 3. Mr. Yasunori Yoshimura was nominated as a candidate for outside Statutory Auditor of the Company based on the judgment that he is able to appropriately execute the duties of outside Statutory Auditor of the Company from an objective perspective using his experience in important positions such as Special Advisor to the Cabinet.