

【表紙】

【提出書類】 外国会社臨時報告書

【提出先】 関東財務局長

【提出日】 平成31年3月5日

【会社名】 アッヴィ・インク
(AbbVie Inc.)

【代表者の役職氏名】 上級副社長兼最高財務責任者
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【縦覧に供する場所】 なし

1. 別段の記載がある場合を除き、本書に記載の「米ドル」及び「ドル」はアメリカ合衆国ドルを指す。本書において便宜上記載されている日本円は、1ドル=108.94円の換算率(平成31年2月1日現在の株式会社三菱UFJ銀行対顧客電信直物売買取相場仲値)により換算されている。
2. 本書中の表で計数が四捨五入されている場合、合計は計数の総和と必ずしも一致しない。

1 【提出理由】

アッヴィ・インク（以下「当社」という。）は、本邦以外の地域において、新株予約権証券の募集を行ったため、金融商品取引法第24条の5第4項及び企業内容等の開示に関する内閣府令第19条第2項第1号の規定により、本臨時報告書を提出する。

2 【報告内容】

(1) Type of Securities

Stock Purchase Rights of the Company, which represent Moving Strike Price Stock Options.

(note) References in this document to “the Company” refer to AbbVie Inc. This offering is made under the AbbVie 2013 Employee Stock Purchase Plan for Non-U.S. Employees (the “Plan”), as adopted by resolution of the Board of Directors of the Company (the “Board”) on November 28, 2012.

Nature of Moving Strike Price Stock Options

A Purchase Cycle (“Purchase Cycle” is defined by the Plan.) will commence on February 1 and August 1 each year. For this offering, the Purchase Cycle commences on February 1, 2019. Using the funds accumulated by means of the Participants’ authorized payroll deductions at the maximum rate of 10% during the applicable Purchase Cycle, the Participants may purchase the Company’s common stock at the purchase price, which shall be equal to 85% of the lower of (i) the fair market value per share on the Offering Date (“Offering Date” is defined by the Plan. The Offering Date of this Stock Purchase Right is February 1, 2019) or (ii) the fair market value per share on the Purchase Date (“Purchase Date” is defined by the Plan. The Purchase Date of this Stock Purchase Right is July 31, 2019), provided the maximum purchase for this offering is US \$12,500 per person.

The relevant Stock Purchase Rights represent the right to purchase one share of common stock at the purchase price, which shall be equal to 85% of the lower of (i) the fair market value per share on the Offering Date and (ii) the fair market value per share on the Purchase Date, using the funds accumulated by means of the Participants’ authorized payroll deductions during the applicable Purchase Cycle (provided the maximum purchase per each Purchase Cycle is US \$12,500 per person). The exact purchase price is unknown until the Purchase Cycle.

(i) Accordingly, if the stock price of the Company’s common stock declines, the purchase price of the relevant Stock Purchase Rights declines as well, and the “Number of Shares subject to Stock Purchase Rights” will increase. However, the amount of the contributions is already fixed and will not change because of any changes in stock price.

(ii) The “Number of Shares subject to Stock Purchase Rights” is calculated by dividing the amount of contributions during the applicable Purchase Cycle by the purchase price, which shall be equal to 85% of the lower of (i) the fair market value per share on the Offering Date and (ii) the fair market value per share on the Purchase Date. However, as described above, the “Aggregate Amount of Payment upon Exercise of Stock Purchase Rights” will not change because of any changes in stock price.

(iii) The purpose of the relevant Stock Purchase Rights is to provide Eligible Employees with the opportunity to acquire a proprietary interest in the Company through purchases of shares of the Company’s common stock. The participation in the Plan is voluntary, and the “Aggregate Amount of Payment upon Exercise of Stock Purchase Rights” will be determined by the funds accumulated by means of the Participants’ authorized payroll deductions at the contribution percentage (up to a maximum rate of 10% or such lower rate as may be specified by the administrator) specified by the Participant (subject to the maximum purchase per each Purchase Cycle of US \$12,500 per person). Accordingly, the minimum amount for such Aggregate Amount of Payment upon exercise is not determined.

In addition, the total number of shares which may be issued under the Plan in the aggregate shall not exceed 10,000,000 shares.

(iv) The shares of common stock subject to the Stock Purchase Rights of each Participant shall be automatically purchased on behalf of such Participant on each Purchase Date(after conversion into U.S. Dollars, if necessary).

However, the Board may terminate or suspend the Plan at any time in its sole discretion.

Further, in the following cases, the Stock Purchase Rights shall be terminated and may no longer be exercised:

- A Participant terminates his/her outstanding Stock Purchase Rights under the Plan during the Purchase Cycle.
- A Participant ceases to remain an Eligible Employee while his/her Stock Purchase Rights remain outstanding.

If after the grant of Stock Purchase Rights, but prior to the purchase of shares of common stock with respect to a particular Purchase Period, there is any increase or decrease in the number of outstanding shares of common stock because of a stock split, stock dividend, combination or recapitalization, the administrator in its sole discretion shall make any such substitution or adjustment, if any, as it deems appropriate, with respect to: (a) the maximum number of shares of common stock specified in Section 5.1 of the Plan; (b) the purchase price per share of common stock; and (c) any other limitations provided under the Plan.

(2) Description of Stock Purchase Rights

(a) Estimated Number of Shares Subject to Stock Purchase Rights:

2,382,727 (Estimated number. The number of Stock Purchase Rights issued is equivalent to the number of shares of the Company's common stock subject to the Stock Purchase Rights.)

(note) As of the filing date of this Report, the amount of contributions applicable to the six-month Purchase Cycle (February 1, 2019 through July 31, 2019) has not yet been determined, and therefore, assuming that all Eligible Employees contribute at the maximum amount of \$12,500 of their earnings, the estimated maximum amount of contributions during such Purchase Cycles shall be US \$163,050,000 (JPY17,762,667,000). The number of Stock Purchase Rights issued shall be calculated by dividing the above estimated maximum amount of contributions by 85% (US \$68.43 (JPY7,455)) of the closing price of the Company's common stock as reported on the NYSE on February 1, 2019 (US \$80.50 (JPY8,770)).

(b) Issue Price (per Stock Purchase Rights): US \$0 (JPY 0).

(c) Total Issue Price: US \$0 (JPY 0).

(d) Type, Description and Number of Shares subject to Stock Purchase Rights:

1. Type of shares to be used for Stock Purchase Rights

Registered form, par-value (US \$0.01) common stock of AbbVie Inc.

(note) Common stock issued hereunder will be newly issued shares or treasury shares.

(note) In the event the Company effects one or more reorganizations, recapitalizations, spinoffs, split-ups, rights offerings or reductions of its outstanding shares of common stock, the Administrator in its sole discretion may make any such substitution or adjustment, if any, as it deems appropriate, with respect to: (a) the number and kind of shares specified in Section 5.1, (b) the purchase price per share of common stock covered by each outstanding purchase right, and (c) any other limitations provided under the Plan.

2. Description of Shares

i. Dividend Rights. Subject to any preferential dividend rights applicable to the shares of the preferred stock, the holders of shares of common stock shall be entitled to receive such dividends as may be declared from time to time by the Board of Directors of the Company.

ii. Liquidation Rights. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, after distribution in full of the preferential amounts to be distributed to the holders of shares of the preferred stock, the holders of shares of common stock shall be entitled to receive all of the remaining assets of the Company available for distribution to its stockholders, ratably in proportion to the number of shares of common stock held by them.

iii. Redemption. The common stock is not redeemable.

iv. Voting Rights. For each share of common stock entitled to vote, the holder shall have the right to one vote on all matters at all meetings of the stockholders of the Company.

3. Number of Shares subject to Stock Purchase Rights:

The number of shares to be issued upon exercise of outstanding Stock Purchase Rights will be the number of whole shares obtained by dividing the amount collected from the Participant through payroll deductions during each Purchase Cycle by the purchase price in effect for that Purchase Cycle.

2,382,727 shares in total, if all of the Stock Purchase Rights are exercised (estimated number).

(note) In the event any change is made to the Company's outstanding common stock by reason of any stock dividend, stock split, combination of shares or other change affecting such outstanding common stock as a class without receipt of consideration, then appropriate adjustments shall be made by the Board to (a) the maximum number of shares of common stock specified in Section 5.1; (b) the purchase price per share of common stock; and (c) any other limitations provided under the Plan.

(note) On the exercise date of the Stock Purchase Rights, using the funds accumulated by means of the Participants' authorized payroll deductions during the applicable Purchase Cycle, the Participants may purchase the Company's common stock at the purchase price, which shall be equal to 85% of the lower of (i) the fair market value per share on the Offering Date and (ii) the fair market value per share on the Purchase Date. Accordingly, as of the filing day of this report, the "Number of Shares subject to Stock Purchase Rights" has not yet been determined. Therefore, for convenience, the above "Number of Shares subject to Stock Purchase Rights" is calculated by dividing the estimated maximum amount of contributions during the applicable Purchase Cycle (assuming that all Participants contribute the maximum amount of US \$12,500 per each Purchase Cycle) (i.e., US\$163,050,000 (JPY 17,762,667,000)) by 85% (US \$68.43 (JPY 7,455) of the closing price of the Company's common stock as reported on the New York Securities Exchange ("NYSE") on February 1, 2019 (US \$80.50 (JPY 8,770 (See above note under (2)(a)).

(e) Amount of Payment upon Exercise of Stock Purchase Rights:

US \$68.43 (JPY 7,455) per one Stock Purchase Right.

Total Amount of Payment upon Exercise of Stock Purchase Rights: US \$163,050,000 (JPY 17,762,667,000).

(note) In the event any change is made to the Company's outstanding common stock by reason of any stock dividend, stock split, combination of shares or other change affecting such outstanding common stock as a class without receipt of consideration, then appropriate adjustments shall be made by the Board to (a) the maximum number of shares of common stock specified in Section 5.1; (b) the purchase price per share of common stock; and (c) any other limitations provided under the Plan.

(note) As stated above, since the "Amount of Payment upon Exercise of Stock Purchase Rights" has not yet been determined, 85% (US \$68.43 (JPY 7,455) of the closing price of the Company's common stock as reported on the New York Securities Exchange ("NYSE") on February 1, 2019 (US

\$80.50 (JPY 8,770) is inserted for convenience. The actual purchase price shall be equal to 85% of the lower of (i) the fair market value per share on the Offering Date and (ii) the fair market value per share on the Purchase Date. For this offering, the Offering Date shall be February 1, 2019 and the Purchase Date shall be July 31, 2019. (See above note under (2)(d)-3).

(note) As stated above, since the amount of the contributions has not yet been determined, the total "Amount of Payment upon Exercise of Stock Purchase Rights" shall be determined, for convenience, based on the estimate of the maximum contributions by the Participants during the Purchase Cycle (See note under (2)(d)-3).

(f) Exercise Period of Stock Purchase Rights:

July 31, 2019

(note) The Stock Purchase Rights shall be automatically exercised on this day.

(g) Terms and Conditions of Stock Purchase Rights:

The terms and conditions of the Stock Purchase Rights are set forth in the Plan. Such terms include that:

1. Notwithstanding any other provision of the Plan to the contrary, no Participant may contribute more than the equivalent in local currency of US \$12,500 during each Purchase Cycle towards the purchase of shares of common stock under the Plan.
2. Upon the Participant's discontinuation of participation during a Purchase Cycle, the amount credited to the Participant's account shall be refunded as soon as administratively practicable without interest (unless otherwise required by local law). Such Participant shall be ineligible to participate in the Plan until he re-enrolls in the Plan for a subsequent Purchase Cycle in accordance with the enrollment procedures set forth in Section 4.1 of the Plan. See further terms and conditions set forth in Section 4.4 of the Plan.
3. If a Participant terminates employment with his employer for any reason (including death or disability) prior to the expiration of a Purchase Cycle, the Participant's participation in the Plan shall immediately terminate, and the amount credited to the Participant's account shall be refunded to the Participant or the Participant's estate without interest (unless otherwise required by local law) as soon as administratively practicable. See further terms and conditions set forth in Section 4.4 of the Plan.
4. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger or consolidation of the Company with or into another entity, then in the sole discretion of the administrator: (a) each Stock Purchase Right shall be assumed, or an equivalent Stock Purchase Right shall be substituted, by the successor corporation or parent or subsidiary of such successor corporation; or (b) a new Purchase Date shall be established by the administrator on or before the date of consummation of such merger, consolidation or sale, and all outstanding Stock Purchase Rights shall be automatically exercised on such new date. See further terms and conditions set forth in Section 9 of the Plan.
5. The Plan administrator shall have the power, authority and responsibility for the day-to-day administration of the Plan, the power, authority and responsibility specifically provided in this Plan, and any additional duties and responsibilities approved by the Board. To the extent permitted under applicable laws, the administrator may delegate its power, authority and responsibilities under the Plan to one or more officers of the Company at any time in its sole discretion. See further terms and conditions set forth in Section 12 of the Plan.

(h) Amount to be Transferred into Capital (the issue price of shares if issued upon Exercise of Stock Purchase Rights):

US \$0.01 (JPY 1) per share.

(i) Matters Relating to Transfer of Stock Purchase Rights:

Purchase rights granted to Participants may not be voluntarily or involuntarily assigned, transferred, pledged, or otherwise disposed of in any way, and are exercisable during the Participant's lifetime only by the Participant. Any attempted assignment, transfer, pledge, or other disposition of a Stock Purchase Right hereunder shall be null and void and without effect. If a Participant in any manner attempts to transfer, assign or otherwise encumber his or her rights or interest under the Plan, such act shall be treated as an election by the Participant to discontinue participation in the Plan pursuant to Section 4.3 of the Plan.

(3) Method of Issuance of Stock Purchase Rights:

The Stock Purchase Rights were offered to 13,044 Eligible Employees under the Plan who are employed by the Company and one or more of its subsidiaries (outside Japan).

(4) Name of Underwriter or Person/Agent Making Secondary Offering

Not applicable.

(5) Areas Where Offering or Secondary Offering Is Made (Outside Japan)

Australia, Argentina, Austria, Bahrain, Belgium, Brazil, Bulgaria, Canada, Chile, China, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Dominican Republic, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Israel, Italy, Korea, Kuwait, Latvia, Lebanon, Lithuania, Malaysia, Mexico, Netherlands, New Zealand, Norway, Panama, Peru, Poland, Portugal, Qatar, Romania, Saudi Arabia, Singapore, Slovakia, South Africa, Spain, Sweden, Switzerland, Taiwan, Trinidad & Tobago, Turkey, United Arab Emirates and Uruguay.

(6) Use of Proceeds from the New Issuance of Shares

Amount of Proceeds: US \$163,050,000(JPY 17,762,667,000)

(note) The amount of proceeds is the sum of the total issue price of the Stock Purchase Rights and the amount of payment upon exercise of the Stock Purchase Rights, US \$163,050,000 (¥17,762,667,000), net of US \$0 (JPY 0) which is the approximate amount of various related expenses for the new issuance of shares.

Use of Proceeds: The net proceeds realized from the exercise of Stock Purchase Rights (US\$163,050,000 (¥17,762,667,000)) will be used as general working capital of the Company, including for capital expenditure and payment of operational costs, but details of specific items, the breakdown of the amount, and the timing of payment has not been determined and will be determined according to the Company's business needs.

(7) Date of Issuance

February 1, 2019

(8) Name of Securities Market to List on in Case of Listing the Securities

Not applicable.

(9) Matters Relating to Moving Strike Price Stock Options (MSPSO)

(i) Reason for the decision to use MSPSO as a method of funding

The Plan is intended to provide Eligible Employees of the Company and one or more of its subsidiaries with the opportunity to acquire a proprietary interest in the Company through participation in the Plan.

- (ii) Content of agreement to be made between the offerees and the Company concerning the exercise of MSPSO

The terms and conditions are prescribed in the Plan and the enrollment form prescribed by the Board or the Compensation Committee.

- (iii) Content of agreement to be made between the offerees and the Company concerning the trade of the Company's common stock

Not applicable.

- (iv) Content of agreement to be made between the offerees and the Company's special interested parties, among others, concerning stock lending, if any

Not applicable.

- (v) Other matters essential for investor protection

Not applicable.

(10) Matters to be Noted in Case of Allocation to Third Party

Not applicable

(11) Amount of Capital and Outstanding Shares of the Company

- (a) Amount of Capital:

Common stock and additional paid-in capital: US \$14,698 millions (JPY 1,601,200millions) as of September 30, 2018.

- (b) Number of Outstanding Shares:

Common stock: 1,776,109,692shares as of September 30, 2018.