

【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30年9月28日

【会社名】 ロイズ・バンキング・グループ・ピーエルシー
(Lloyds Banking Group plc)

【代表者の役職氏名】 グループ・キャピタル・マネジメント・アンド・イシューア
ス・ディレクター
リチャード・シュリンプトン
(Richard Shrimpton, Group Capital Management and Issuance
Director)

【本店の所在の場所】 連合王国EH1 1YZエディンバラ市ザ・マウンド
(The Mound, Edinburgh EH1 1YZ, UK)

【代理人の氏名又は名称】 弁護士 神 田 英 一

【代理人の住所又は所在地】 東京都千代田区丸の内1丁目1番1号パレスビル3階
クリフォードチャンス法律事務所外国法共同事業

【電話番号】 03-6632-6600

【事務連絡者氏名】 弁護士 芦 澤 千 尋
弁護士 湯 浅 拓 也
弁護士 星 長 夕 貴

【連絡場所】 東京都千代田区丸の内1丁目1番1号パレスビル3階
クリフォードチャンス法律事務所外国法共同事業

【電話番号】 03-6632-6600

【縦覧に供する場所】 該当なし

- (注1) 別段の記載のない限り、本書中の「ポンド」は英国スターリングポンドを、「米ドル」または「ドル」はアメリカ合衆国ドルを、「円」は日本円を指す。
- (注2) 2018年8月6日(日本時間)現在における株式会社三菱UFJ銀行発表の対顧客電信直物売買相場のポンドの日本円に対する仲値は、1ポンド=144.62円であった。本書において記載されているポンドの日本円への換算はかかる換算率によって便宜上なされているもので、将来の換算率を表すものではない。
- (注3) 2018年8月6日(日本時間)現在における株式会社三菱UFJ銀行発表の対顧客電信直物売買相場の米ドルの日本円に対する仲値は、1米ドル=111.24円であった。本書において記載されているポンドの日本円への換算はかかる換算率によって便宜上なされているもので、将来の換算率を表すものではない。

1 【提出理由】

ロイズ・バンキング・グループ・ピーエルシー（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開始したため、金融商品取引法第24条の5第4項および第15項ならびに企業内容等の開示に関する内閣府令第19条第2項第1号の規定に基づき、本外国会社臨時報告書を提出する。

本募集は、2007年5月9日付の当社年次株主総会において承認（2017年5月11日付の当社年次株主総会において更新）されたロイズ・バンキング・グループ従業員株式貯蓄制度規則（以下「株式貯蓄規則」という。）にしたがって、「The Lloyds Banking Group Sharesave Scheme 2017」と呼ばれる当社の従業員株式貯蓄制度（以下「本制度」という。）に基づき当社およびその他の指定された会社の一定の従業員（以下「適格従業員」という。）に対して付与される、当社の普通株式（以下「本株式」という。）を取得する権利（以下「オプション」という。）に関するものである。

2 【報告内容】

(1) Type and Name of Securities

Share acquisition rights

(2) Number of Share Acquisition Rights to be Issued

311,500,000 (Note 1)

(3) Issue Price

0 pound (JPY0)

(4) Aggregate Issue Price

(i) Aggregate Issue Price of Share Acquisition Rights

0 pound (JPY 0)

(ii) Total Amount to be Paid upon Exercise of Share Acquisition Rights

149,270,800 pound (JPY21,587,543,096) (Note 2)

(5) Type, Terms and Number of Shares Subject of Share Acquisition Rights

(i) Type of Shares

Ordinary shares

(ii) Terms of Shares

(a) Rights

Shares issued on exercise of an Option rank equally in all respects with the Shares in issue on the date of allotment. Such shares do not rank for any rights attaching to the Shares by reference to a record date preceding the date of allotment.

Where Shares are to be transferred on the exercise of an Option, persons holding the Option including their personal representatives ("**Optionholders**") are entitled to all rights attaching to the Shares by reference to a record date after the transfer date. The Optionholders are not entitled to rights before that date.

(b) Consents

All allotments, issues and transfers of Shares are subject to any necessary consents under any relevant enactments or regulations for the time being in force in the United Kingdom or elsewhere. The

Optionholder is responsible for complying with any requirements to obtain or avoid the need for any such consent.

(c) Articles of Association

Any Shares acquired on the exercise of Options are subject to the Articles of Association of the Company from time to time in force.

(iii) Number of Shares

311,500,000 shares (Note 1)

(6) Amount to be Paid upon Exercise of Share Acquisition Rights

47.92 pence (JPY69.30) (the "**Option Price**") (Note 3)

(7) Exercise Period of Share Acquisition Rights

From 1 January 2022 to 30 June 2022 (or 30 June 2023 at the latest) (Note 4)

(8) Conditions for Exercise of Share Acquisition Rights

(i) Definitions

In these conditions:

"**Acquiring Company**" is any company which has obtained Control of the Company or has become entitled and bound as mentioned in paragraph (xi) below as a result of events specified in paragraphs (vii), (x) or (xi);

"**Associated Company**" has the meaning given to it by paragraph 47(1) of Schedule 3 to ITEPA;

"**Bonus Date**" means the date on which the bonus becomes payable under the terms of the relevant Savings Contract;

"**Contribution**" means a contribution under a Savings Contract;

"**Control**" has the meaning given to it by Section 995 of the Income Tax Act 2007 of the United Kingdom;

"**Date of Grant**" means the date on which an Option is granted (i.e. 28 September 2018 or 10 October 2018 as referred to in (15) below);

"**Directors**" means the board of directors of the Company or a duly authorised committee of the Board or any other duly authorised person (in this definition "**duly authorised**" means in accordance with the Company's articles of association);

"**HMRC**" means Her Majesty's Revenue and Customs;

"**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003 of the United Kingdom;

"**Participating Company**" means:

(a) the Company;

(b) any Subsidiary designated by the Directors;

(c) any jointly-owned company (within the meaning of paragraph 46 of Schedule 3 to the ITEPA) designated by the Directors; and

(d) any other entity designated by the Directors so long as the Scheme remains a plan in relation to which the requirements of Parts 2 to 7 of Schedule 3 to the ITEPA are being met.

"**Savings Contract**" means a contract under a certified SAYE savings arrangement, within the meaning of paragraph 24(1) of Schedule 3 to the ITEPA;

"**Schedule 3**" means Schedule 3 to the ITEPA;

"Subsidiary" means a company which is:

- (a) a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006 of the United Kingdom; and
- (b) under the Control of the Company.

(ii) Exercise

Except where exercise is permitted as described in paragraphs (iv) to (xiii) below, an Option can only be exercised:

- (a) during the period of six months after the Bonus Date; and
- (b) so long as the Optionholder is a director or employee of the Participating Company.

(iii) Lapse

An Option will lapse on the earliest of:

- (a) the date the Optionholder ceases to be a director or employee of a Participating Company, unless any of the provisions of paragraphs (iv) to (xiii) below apply;
- (b) the date on which the Optionholder is deemed to give notice under the Savings Contract of the intention to stop paying contributions under the Savings Contract;
- (c) the date on which the Optionholder stops paying contributions under the Savings Contract unless any of the provisions of paragraphs (iv) to (xiii) below apply;
- (d) the expiry of any period specified in paragraphs (iv) to (xiii) below; or
- (e) six months after the Bonus Date unless paragraph (vi) below applies.

(iv) Cessation of employment

- (a) An Option may be exercised by the Optionholder within 6 months after such Optionholder ceases to be a director or an employee of a Participating Company for one of the reasons set out below. The reasons are:
 - 1) injury, disability, redundancy within the meaning of the Employment Rights Act 1996;
 - 2) retirement;
 - 3) a relevant transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006;
 - 4) if the Optionholder holds office or is employed by the Associated Company which ceases to be an Associated Company by reason of a change of control (as determined in accordance with Section 450 and 451 of the Corporation Tax Act 2010 of the United Kingdom);
 - 5) the Optionholder's office or employment being in a company of which the Company ceases to have Control; and
 - 6) the business or part of a business in which the Optionholder works being transferred to a company which is neither an Associated Company nor a company of which the Company has Control.
- (b) If the Optionholder ceases to be a director or employee of a Participating Company more than three years after the Date of Grant by reason of retirement with the agreement of the Optionholder's employer the option may be exercised within six months after leaving.
- (c) For the purposes of the provisions of this paragraph (iv), an Optionholder is not treated as ceasing to be a director or employee of a Participating Company until such Optionholder has ceased to be a director or employee of:

- 1) the Company;
- 2) an Associated Company; and
- 3) a company under the control of the Company.

(d) The provisions of this paragraph (iv) apply if an Optionholder:

- 1) ceases to be a director or employee of a Participating Company but on or immediately after the date of cessation is a director or employee of an Associated Company, and
- 2) subsequently ceases to be a director or employee of an Associated Company.

When the provisions of this paragraph (iv) apply, the Option can be exercised if the reason for the Optionholder ceasing to be a director or employee of the Participating Company (not the Associated Company) was one of the reasons set out in paragraph (iv)(a) above.

(v) Employment with an Associated Company

If the Optionholder is on the Bonus Date an employee or director of the Associated Company or a company of which the Company has Control, the Option may be exercised within six months of that date.

(vi) Death

If the Optionholder dies, the Option may be exercised by the Optionholder's personal representatives within one year after:

- (a) the date of the Optionholder's death if death occurred before the relevant Bonus Date; or
- (b) the Bonus Date if the death occurred on or within six months after the relevant Bonus Date.

(vii) Takeovers

The provisions of this paragraph (vii) apply where a person (or a group of persons acting in concert) obtains Control of the Company as a result of making a general offer to acquire Shares which falls within paragraph 37 (3) of Schedule 3.

When the provisions of this paragraph (vii) apply Options may, subject to the provisions of paragraphs (x) and (xi) below, be exercised within the 6 month period after the person making the offer has obtained Control of the Company and any condition subject to which the offer is made has been satisfied.

The Options will lapse at the end of the 6 month period unless the Directors give written notice to all the Optionholders before the end of the 6 month period that the Options will not lapse.

(viii) Section 979 notice

The provisions of this paragraph (viii) apply if a person (or a group of persons acting in concert) becomes bound or entitled to acquire Shares by serving a notice under section 979 of the Companies Act 2006 of the United Kingdom or other local legislation which HMRC agrees is equivalent (a "**section 979 notice**"). Subject to the provisions of paragraphs (x) and (xi) below, Options may be exercised at any time when that person remains so bound or entitled, which is the period of six weeks from the date of the section 979 notice.

(ix) Company reconstructions

If, under section 899 of the Companies Act 2006 of the United Kingdom, a court sanctions a compromise or arrangement falling within paragraph 37(4) of Schedule 3, Options may, subject to the provisions of paragraphs (x) and (xi) below, be exercised within the 6 month period after the date of the sanction.

(x) Shares no longer within Schedule 3

The provisions of this paragraph (x) apply where:

- (a) the provisions of paragraph (vii) above apply;

(b) a person obtains Control of the Company as a result of a compromise or arrangement mentioned in the provisions of paragraph (ix) above; or

(c) a person is bound or entitled to acquire Shares as described in the provisions of paragraph (viii) above.

and, as a result of the event by virtue of which that provisions apply, Shares in the Company would no longer meet the requirements of paragraphs 18 to 22 of Schedule 3.

If the provisions of this paragraph (x) apply, Options may be exercised under those provisions during a 20 day period after the relevant event and any Options not so exercised will, unless the Directors decide otherwise, lapse at the end of that period.

(xi) Reorganisation or merger

If the provisions of this paragraph (xi) apply, no Options are exercisable. Instead all Options are exchanged during the period set out in paragraph 38(3) of Schedule 3.

The provisions of this paragraph (xi) apply when:

(a) an Acquiring Company has obtained Control of the Company or has become entitled and bound as mentioned in paragraph (viii) above;

(b) the shareholders of the Acquiring Company, immediately after it has obtained Control, are substantially the same as the shareholders of the Company immediately before then or the obtaining of Control amounts to a merger with the Company; and

(c) the Acquiring Company consents to the exchange of Options under the provisions of this paragraph (xi).

(xii) Winding-up

If the Company passes a resolution for its voluntary winding-up, Options may be exercised within six months after the date of the resolution. However, the issue of Shares after such exercise has to be authorised by the liquidator or the court (if appropriate), and the Optionholder must apply for this authority and pay the application cost. Any Options not exercised during that period will lapse at the end of the period.

(xiii) Priority

If there is any conflict between any of the provisions in paragraphs (ii) to (xii) above, the provision which results in the shortest exercise period will prevail.

(xiv) Limit of exercise

An Optionholder's Option may be exercised using funds equal to or less than the amount repayable under the Savings Contract, including any bonus or interest. An Optionholder can only use Contributions made before the date of exercise of the Option, and any bonus or interest on them.

(xv) Manner of exercise

Options must be exercised by notice in writing, by telephone, e-mail or other electronic format or such other format agreed by the Company in a form specified by the Company completed by the Optionholder or by the Optionholder's agent and delivered to the Company or its agent. The Optionholder must also send:

(a) if the Company so requires, the relevant option certificate or statement; and either

(b) payment in full and evidence of the termination of the Savings Contract; or

(c) authority to terminate the Savings Contract and use the amount needed to acquire the number of Shares over which the Option is being exercised.

Payment in full or authority to terminate the savings contract may, as specified by the Directors, be made to the Company or to its agent. The exercise of the Option is effective on the date of receipt by the Company or its agent of the notice, the option certificate or statement (if required) and the relevant payment or authority.

(xvi) Part exercise

Subject to any other restriction in the provisions set out herein or the Sharesave Rules, Options may be exercised in respect of all the Shares under the Options or some only of the Shares. However, Options must be exercised for at least 100 Shares each and may be exercised only in multiples of 100 Shares. These restrictions do not apply where an Option is exercised to the full extent possible at the time.

If an Option is exercised in part, and the balance remains exercisable, the Directors may on the surrender of the relevant certificate or statement issue a balance certificate or statement.

(9) Amount to be Accounted as Paid-in Capital out of Issue Price of Shares upon Exercise of Share Acquisition Rights

Total amount to be accounted as paid-in capital: up to 149,270,800 pound (JPY21,587,543,096) (Note 2)

(10) Matters relating to Transfer of Share Acquisition Rights

An Optionholder must not transfer, assign or otherwise dispose of an Option or any rights in respect of it.

(11) Method of Issuance

Allotment to Eligible Employees who elect to participate in the Scheme.

(12) Name of Underwriter

Not applicable.

(13) Places of Offering

United Kingdom, Isle of Man, the Channel Islands and Gibraltar

(14) Total Amount of Proceeds from the Issuance of Shares, and Details, Amounts and Expected Timing of Expenditure for Each Purpose

(i) Total Amount of Proceeds

Up to 149,270,800 pound (JPY21,587,543,096) (Note 2)

(ii) Use of Proceeds

General corporate purposes.

(15) Date of Issuance

28 September 2018 (or 10 October 2018 if reduction in savings is required) (Note 5)

Options will be granted to each Eligible Employee on such date of issuance who has submitted and not withdrawn a valid application for Options.

(16) Name of Financial Instruments Exchange where the Securities are to be listed

Not applicable.

(17) Amount of Issued Share Capital and Number of Issued Shares (as of 28 September 2018)

(i) Amount of Issued Share Capital

7,298,863,425.15 pound (JPY1,055,561,628,545.190) and 202,290 US dollar (JPY22,502,739.6)

(ii) Number of Issued Shares

Ordinary shares	71,958,123,874
9.75% Non-Cumulative Irredeemable Preference shares	55,740,886

9.25% Non-Cumulative Irredeemable Preference shares	299,987,729
6.475% Non-Cumulative Preference shares	56,472,211
6.3673% Non-Cumulative Fixed/Floating Rate Preference shares	2,925
6% Non-Cumulative Redeemable Preference shares	400
6.413% Non-Cumulative Fixed/Floating Rate Callable Preference shares	374,810
6.657% Non-Cumulative Fixed/Floating Rate Callable Preference shares	434,350
Total	72,371,137,185

- (Note 1) The Company has set a limit of 311,500,000 Options that are available under the Scheme (the "Limit") and if valid applications are received for a total amount of Options in excess of the Limit, the Company will apply a reduction to monthly savings amounts to ensure that the number of Options to be granted does not exceed the Limit. Accordingly, the Number of Share Acquisition Rights to be Issued and the Number of Shares are stated on the assumption that a sufficient number of Eligible Employees will make valid applications for a sufficient amount of Options to reach the Limit, the number of Shares available will be sufficient to enable 311,500,000 Options to be granted to such Eligible Employees, such Eligible Employees will make full payments of 36 monthly contributions under the Scheme, Shares will be acquired at the Option Price, and such all Eligible Employees will exercise Options in full using all funds in the relevant savings accounts. The actual number of share acquisition rights to be issued will be determined on or around 28 September 2018.
- (Note 2) This number is an estimate calculated on the assumption that a sufficient number of Eligible Employees will make valid applications for a sufficient amount of Options to reach the Limit, the number of Shares available will be sufficient to enable 311,500,000 Options to be granted to such Eligible Employees, such Eligible Employees will make full payments of 36 monthly contributions under the Scheme, Shares will be acquired at the Option Price, and such all Eligible Employees will exercise Options in full using all funds in the relevant savings accounts.
- (Note 3) This fixed Option Price was calculated based on the mid-market closing price of a Lloyds Banking Group share on 30 August 2018 and communicated to Eligible Employees when they were invited to the Scheme. The Japanese yen amount is rounded to the nearest hundredth.
- (Note 4) The exercise period terminates on 30 June 2022 if there are no outstanding monthly payments. This deadline will be postponed by the number of months that Optionholders have missed, up to a maximum of twelve months.
- (Note 5) If the Limit is exceeded due to the volume of applications, the Company will apply a reduction to monthly savings amount and this date of issuance will be delayed to 10 October 2018. Whether or not the Limit has been exceeded will be announced on or after 28 September 2018.