

## Annex I

### Certification and Agreement of Certain Acquirers of Receipts Upon Deposit of Preference Shares Pursuant to Section 2.02 of the Regulation S Deposit Agreement

We refer to the Regulation S Deposit Agreement, dated as of September 29, 2005 (the "Deposit Agreement"), among LLOYDS BANKING GROUP plc (the "Company"), THE BANK OF NEW YORK MELLON, as Depositary, and Owners and Beneficial Owners of Regulation S American Depositary Receipts (the "Receipts") issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Preference Shares and issuance of American Depositary Shares to be evidenced by one or more Receipts pursuant to Section 2.02 of the Deposit Agreement.
2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Receipts, the American Depositary Shares evidenced thereby and the Preference Shares represented thereby have not been and will not be registered under the Securities Act (the "Act").
3. We certify that either:
  - A. We are, or at the time the Preference Shares are deposited and at the time the Receipts are issued will be, the beneficial owner of the Preference Shares and of the American Depositary Shares evidenced by such Receipt or Receipts, and (i) we are not a U.S. person (as defined in Regulation S under the Act) and we are located outside the United States (within the meaning of Regulation S) and acquired, or have agreed to acquire and will have acquired, the Preference Shares to be deposited outside the United States, (ii) we are not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) we are not in the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of the American Depositary Shares and Preference Shares.

### OR

- B. We are a broker-dealer acting on behalf of our customer; our customer has confirmed to us that it is, or at the time the Preference Shares are deposited and at the time the Receipt or Receipts are issued will be, the beneficial owner of the Preference Shares and of the American Depositary Shares evidenced by such Receipt or Receipts, and (i) it is not a U.S. person (as defined in Regulation S under the Act) and it is located outside the United States (within the meaning of Regulation S and acquired, or have agreed to acquire and will have acquired, the Preference Shares to be deposited outside the United States, (ii) it is not an

affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of American Depositary Shares and Preference Shares.

4. We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to expiration of 40 days after the later of the commencement of the offering of American Depositary Shares on behalf of the Company and the related closing (the "restricted period"), we (or it) will not offer, sell, pledge or otherwise transfer such Receipts, the American Depositary Shares evidenced thereby or the Preference Shares represented thereby except (a) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, or (b) in accordance with Regulation S under the Act, in either case in accordance with any applicable securities laws of any state of the United States. We further agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that if we sell or otherwise transfer (or it sells or otherwise transfers) the American Depositary Shares evidenced by the Receipt or Receipts referred to above or the Preference Shares represented thereby in accordance with clause (a) above prior to the expiration of the restricted period, we (or our customer) will, prior to settlement of such sale, cause such Preference Shares to be withdrawn in accordance with the terms and conditions of the Deposit Agreement and we (or our customer) will cause instructions to be given to the Depository to deliver such Preference Shares to the custodian under the Rule 144A Deposit Agreement for deposit thereunder and issuance of a Rule 144A American Depositary Receipt evidencing Rule 144A American Depositary Shares upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement.

Very truly yours,

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[NAME OF CERTIFYING ENTITY]

By: \_\_\_\_\_

Title:

Dated:

## Annex II

### Certification and Agreement of Persons Receiving Deposited Securities Upon Withdrawal Pursuant to Section 2.05 of the Regulation S Deposit Agreement

We refer to the Regulation S Deposit Agreement, dated as of September 29, 2005 (the "Deposit Agreement"), among LLOYDS BANKING GROUP plc (the "Company"), THE BANK OF NEW YORK MELLON, as Depository thereunder, and Owners and Beneficial Owners of Regulation S American Depositary Receipts (the "Receipts") issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. We are surrendering a Receipt or Receipts in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt or Receipts (the "Preference Shares") pursuant to Section 2.05 of the Deposit Agreement.
2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Receipts, the American Depositary Shares evidenced thereby and the securities represented thereby have not been and will not be registered under the Securities Act (the "Act").
3. We certify that either:
  - (a) We are located outside the United States (within the meaning of Regulation S under the Act), and either:
    - (i) we have sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Receipts or the Preference Shares in accordance with Regulation S under the Act, and we are, or prior to such sale or other transfer we were, the beneficial owner of the Receipts, or
    - (ii) we have sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred the Receipts or the Preference Shares to a qualified institutional buyer (as defined in Rule 144A under the Act) in accordance with Rule 144A, and, accordingly, we are separately giving instructions to the Depository to deliver the Preference Shares to the custodian under the Rule 144A Deposit Agreement for deposit thereunder and issuance of a Rule 144A American Depositary Receipt evidencing Rule 144A American Depositary Shares upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement,

and we are, or prior to such sale or other transfer we were, the beneficial owner of the Receipts, or

(iii) we will be the beneficial owner of the Preference Shares upon withdrawal, and, accordingly, we agree that, prior to the expiration of 40 days after the later of the commencement of the offering of American Depositary Shares and Preference Shares on behalf of the Company and the related closing, we will not offer, sell, pledge or otherwise transfer the Preference Shares except (A) to a person whom we (and anyone acting on our behalf) reasonably believe is a qualified institutional buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, or (B) in accordance with Regulation S under the Act.

OR

(b) We are a qualified institutional buyer (as defined in Rule 144A under the Act) acting for our own account or for the account of one or more qualified institutional buyers; we have agreed to acquire (or it has agreed to acquire), the Receipts or the Preference Shares in a transaction which we understand is being made in reliance upon Rule 144A, and, accordingly, we (or it) are separately taking all action necessary to cause the Preference Shares being withdrawn to be deposited under the Rule 144A Deposit Agreement for issuance of a Rule 144A Global Depositary Receipt evidencing Rule 144A American Depositary Shares.

4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it and, if paragraph 3(a)(iii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph 3(a)(iii).

Very truly,

[NAME OF CERTIFYING ENTITY]

By: \_\_\_\_\_

Title:

Dated:

## Annex I

### Certification and Agreement of Certain Acquirers of Receipts Upon Deposit of Preference Shares Pursuant to Section 2.02 of the Rule 144A Deposit Agreement

We refer to the Rule 144A Deposit Agreement, dated as of September 29, 2005 (the “Deposit Agreement”), among LLOYDS BANKING GROUP plc (the “Company”), THE BANK OF NEW YORK MELLON, as Depositary, and Owners and Beneficial Owners of Rule 144A American Depositary Receipts (the “Receipts”) issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Preference Shares and issuance of Rule 144A American Depositary Shares to be evidenced by one or more Receipts pursuant to Section 2.02 of the Deposit Agreement.

2. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that the Receipts, the Rule 144A American Depositary Shares evidenced thereby and the Shares represented thereby have not been and will not be registered under the Securities Act (the “Act”).

3. We certify that either:

A. We are a qualified institutional buyer (as defined in Rule 144A under the Act), and at the time of issuance of the Receipt or Receipts referred to above, we (or one or more qualified institutional buyers for whose account we are acting) will be the beneficial owner of the Rule 144A American Depositary Shares evidenced thereby.

### OR

B. We are a broker-dealer acting for the account of our customer; our customer has confirmed to us that it is a qualified institutional buyer and either (i) at the time of issuance of the Receipt or Receipts referred to above, it will be the beneficial owner of the Rule 144A American Depositary Shares evidenced thereby, or (ii) it is acting for the account of a qualified institutional buyer that, at the time of issuance of the Receipt or Receipts referred to above, will be the beneficial owner of the Rule 144A American Depositary Shares evidenced thereby.

4. We agree (or if we are acting for the account of another person, such person has confirmed to us that it agrees) that we (or it) will not offer, sell, pledge or otherwise transfer the Receipts, the Rule 144A American Depositary Shares evidenced thereby or the Preference Shares represented thereby except (a) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, (b) in accordance with Regulation S under the Act, or (c) in accordance with Rule 144 under the Act (if available), in each case in accordance with any applicable securities laws of any state of the United States.

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

By: \_\_\_\_\_  
Name:  
Title:

Dated:

## Annex II

### Certification and Agreement of Persons Receiving Deposited Securities Upon Withdrawal Pursuant to Section 2.05 of the Rule 144A Deposit Agreement

We refer to the Rule 144A Deposit Agreement, dated as of September 29, 2005 (the “Deposit Agreement”), among LLOYDS BANKING GROUP plc (the “Company”), THE BANK OF NEW YORK MELLON, as Depository thereunder, and Owners and Beneficial Owners of Rule 144A American Depositary Receipts (the “Receipts”) issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. We are surrendering a Receipt or Receipts in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Securities represented by the Rule 144A American Depositary Shares evidenced by such Receipt or Receipts (the “Preference Shares”) pursuant to Section 2.05 of the Deposit Agreement.

2. We acknowledge (or if we are acting for the account of another person, such person has confirmed that it acknowledges) that the Preference Shares have not been and will not be registered under the Securities Act (the “Act”).

3. We certify that either:

(a) We are a qualified institutional buyer (as defined in Rule 144A under the Act) acting for our own account or for the account of one or more qualified institutional buyers, and either:

(i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Receipts or the Preference Shares in accordance with Regulation S under the Act and we are (or it is), or prior to such sale we were (or it was), the beneficial owner of the Receipts, or

(ii) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Receipts or the Preference Shares to another qualified institutional buyer in accordance with Rule 144A under the Act and we are (or it is), or prior to such sale we were (or it was), the beneficial owner of the Receipts, or

(iii) we (or it) will be the beneficial owner of the Preference Shares upon withdrawal, and, accordingly, we agree (or if we are acting for the account of one or more qualified institutional buyers, each such qualified institutional buyer has confirmed to us that it agrees) that (x) we (or it) will not offer, sell, pledge or otherwise transfer the Preference Shares except (A) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, (B) in accordance with Regulation S under the Act, or (C) in accordance with Rule 144 under the Act (if available), in each case in accordance with any applicable securities laws of any state of the United States, and (y) we (or it) will not deposit or cause to be deposited such Preference Shares into any depository receipt facility established or maintained by a depository bank (including any such facility maintained by the Depository), other than a Rule 144A restricted depository receipt facility, so long as such Preference Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the Act.

OR

(b) We are located outside the United States (within the meaning of Regulation S under the Act); we acquired, or have agreed to acquire and at or prior to the time of the withdrawal will have acquired, the Receipts or the Preference Shares outside the United States (within the meaning of Regulation S); and we are, or upon acquisition thereof will be, the beneficial owner of the Receipts or the Preference Shares.

4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and, if paragraph 3(a)(iii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph 3(a)(iii).

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

By: \_\_\_\_\_

Name:

Title:

Dated: