

会社名 レオン自動機株式会社
代表者名 代表取締役社長 小林 幹央
(コード番号: 6272 東証プライム市場)
問合せ先 常務執行役員 管理本部長
福田 忠男
(TEL. 028-665-1111)

当社は、本日開催の取締役会において、「従業員持株会向け譲渡制限付株式インセンティブ制度（以下「本制度」といいます。）」に基づき、下記のとおり、レオン自動機従業員持株会（以下「本持株会」といいます。）を割当予定先として、譲渡制限付株式としての自己株式の処分（以下「本自己株式処分」又は「処分」といいます。）を行うことについて決議いたしましたので、お知らせいたします。

1. 処分の概要

(1)	処 分 期 日	2026 年 11 月 20 日
(2)	処 分 す る 株 式 の 種 類 及 び 数	当社普通株式 64,800 株 (注)
(3)	処 分 価 額	1 株につき 1,525 円
(4)	処 分 総 額	98,820,000 円 (注)
(5)	処 分 方 法 (割 当 予 定 先)	第三者割当の方法による (レオン自動機従業員持株会 64,800 株)

(注) 「処分する株式の数」及び「処分総額」は、本制度の適用対象となり得る最大人数である当社の従業員648人に対して、それぞれ当社普通株式64,800株を譲渡制限付株式として付与するものと仮定して算出したものであり、実際に処分する株式の数及び処分総額は、本持株会未加入者への入会プロモーションや本持株会の会員への本制度に対する同意確認が終了した後の、本制度に同意する当社の従業員（以下「対象従業員」といいます。）の数（最大648名）に応じて確定します。具体的には、本持株会が定めた申込み株式の数が「処分する株式の数」となり、当該数に1株当たりの処分価額を乗じた額が「処分総額」となります。なお、当社は、各対象従業員に対して一律に金銭債権152,500円を支給し、当社は、本持株会を通じて各対象従業員に対して一律に100株を割り当てます。

当社は、2024年7月11日開催の取締役会において、本持株会に加入する当社の従業員のうち、対象従業員に対し、対象従業員の福利厚生増進策として、本持株会を通じた当社が発行又は処分する当社普通株式を譲渡制限付株式として取得する機会を創出することによって、対象従業員の財産形成の一助とすることに加えて、当社の企業価値の持続的な向上を図るインセンティブを対象従業員に与えるとともに、対象従業員が当社の株主との一層の価値共有を進めることを目的とした本制度を導入することを決議しております。

なお、本制度の概要等につきましては、以下のとおりです。

【本制度の概要等】

本制度においては、当社から対象従業員に対し、1名につき100株を譲渡制限付株式として付与するための特別奨励金として、金銭債権（以下「本特別奨励金」といいます。）が支給され、対象従業員は本特別奨励金を本持株会に対して拠出することとなります。そして、本持株会は、対象従業員から拠出された本特別奨励金を当社に対して現物出資することにより、譲渡制限付株式としての当社普通株式の発行又は処分を受けることとなります。

本制度により、当社普通株式を新たに発行又は処分する場合において、当該普通株式の1株当たりの払込金額は、その発行又は処分に係る各取締役会決議の日の前営業日における東京証券取引所における当社の普通株式の終値（同日に取引が成立していない場合は、それに先立つ直近取引日の終値）を基礎として、本持株会（ひいては対象従業員）にとって特に有利な金額にならない範囲において取締役会にて決定いたします。

当社及び本持株会は、本制度による当社普通株式の発行又は処分に当たっては、①一定期間、割当てを受けた株式に係る第三者への譲渡、担保権の設定その他の処分を禁止すること（以下「譲渡制限」といいます。）、②一定の事由が生じた場合には割当てを受けた株式を当社が無償取得することなどをその内容に含む、譲渡制限付株式割当契約（以下「本割当契約」といいます。）を締結いたします。また、対象従業員に対する本特別奨励金の支給は、当社と本持株会との間において本割当契約が締結されることを条件として行われることとなります。

なお、対象従業員は、本持株会に係る持株会規約及び持株会運営細則等（以下「本持株会規約等」といいます。）（注）に基づき、本持株会が発行又は処分を受けて取得した譲渡制限付株式に係る自らの会員持分（以下「譲渡制限付株式持分」又は「RS持分」といいます。）については、当該譲渡制限付株式に係る譲渡制限が解除されるまでの間、当該譲渡制限付株式持分に対応した譲渡制限付株式を引き出すことが制限されることとなります。

本自己株式処分においては、本制度に基づき、割当予定先である本持株会が対象従業員から拠出された本特別奨励金の全部を現物出資財産として払い込むことで、本持株会に対して、当社普通株式（以下「本割当株式」といいます。）を処分することとなります。本自己株式処分において、当社と本持株会との間で締結される本割当契約の概要は、下記「3. 本割当契約の概要」のとおりです。本自己株式処分における処分株式数は、上記1.の（注）に記載のとおり後日確定しますが、本制度の適用対象となり得る最大人数である当社の従業員648名の全員が持株会に加入し、本制度に同意した場合には64,800株を予定しています。かかる処分株式数を前提とした場合、本自己株式処分における株式の希薄化規模は、2026年3月31日現在の発行済株式総数28,392,000株に対し0.23%（小数点以下第3位を四捨五入しています。割合の計算において以下同じです。）であり、2026年3月31日現在の総議決権個数269,569個に対し0.24%です。

本制度の導入は、対象従業員の福利厚生増進策として、本持株会を通じた当社が発行又は処分する当社普通株式を譲渡制限付株式として取得する機会を創出することによって、対象従業員の財産形成の一助とすることに加えて、当社の企業価値の持続的な向上を図るインセンティブを対象従業員に与えるとともに、対象従業員が当社の株主との一層の価値共有を進めることに寄与するものと考えており、本自己株式処分における処分株式数及び株式の希薄化規模は合理的であり、また、その希薄化規模を踏まえても市場への影響は軽微であると判断しています。

なお、本自己株式処分は、申込期間に当社と本持株会との間で本割当契約が締結されることを条件として実施されます。

3. 本割当契約の概要

（1）譲渡制限期間

2026年11月20日から2028年11月30日まで

（2）譲渡制限の解除条件

対象従業員が譲渡制限期間中、継続して、本持株会の会員であったことを条件として、当該条件を充足した対象従業員の有する譲渡制限付株式持分に応じた数の本割当株式の全部について、譲渡制限期間が満了した時点で、譲渡制限を解除する。

（3）本持株会を退会した場合の取扱い

対象従業員が、譲渡制限期間中に、定年退職、契約期間満了に伴う退職、役員就任、その他の正当な事由により、本持株会を退会（会員資格を喪失した場合又は退会申請を行った場合を意味し、死亡による退会も含む。）した場合には、当社は、本持株会が対象従業員の退会申請を受け付けた日（以下「退会申請受付日」という。）において対象従業員の有する譲渡制限付株式持分に応じた数の本割当株式の全部について、退会申請受付日をも

って譲渡制限を解除する。

(4) 非居住者となる場合の取扱い

対象従業員が、譲渡制限期間中に、海外転勤等により、非居住者に該当することとなる旨の当社の決定が行われた場合には、当該決定が行われた日における当該対象従業員の有する譲渡制限付株式持分に応じた数の本割当株式の全部について、譲渡制限解除申請（海外転勤向け）の受付日をもって譲渡制限を解除する。

(5) 当社による無償取得

対象従業員が、譲渡制限期間中に、定年退職、契約期間満了に伴う退職、役員就任、その他正当な事由以外の事由により本持株会を退会した場合、又は法令違反行為を行った場合その他本割当契約で定める一定の事由に該当した場合、当社は、当該時点において当該対象従業員の有する譲渡制限付株式持分に応じた数の本割当株式の全部について、当然に無償で取得する。また、当社は、譲渡制限期間満了時点又は上記（3）若しくは（4）で定める譲渡制限解除時点において、譲渡制限が解除されない本割当株式について、当然に無償で取得する。

(6) 株式の管理

本割当株式は、譲渡制限期間中の譲渡、担保権の設定その他の処分をすることができないよう、譲渡制限期間中は、本持株会が野村證券株式会社に開設した専用口座で管理される。また、本持株会は、本持株会規約等の定めに従い、譲渡制限付株式持分について本制度に基づかず本持株会が取得した株式に関して対象従業員が有する通常持分と分別して登録し、管理する。

(6) 組織再編等における取扱い

譲渡制限期間中に、当社が消滅会社となる合併契約、当社が完全子会社となる株式交換契約又は株式移転計画その他の組織再編等に関する事項が当社の株主総会（ただし、当該組織再編等に関して当社の株主総会による承認を要しない場合においては、当社の取締役会）で承認された場合には、取締役会の決議により、当該承認の日において本持株会の保有に係る本割当株式のうち、対象従業員の有する譲渡制限付株式持分に応じた数の本割当株式の全部について、組織再編等効力発生日の前営業日の直前時をもって、譲渡制限を解除する。この場合、当社は、本持株会に対して、譲渡制限の解除を行う旨及び譲渡制限の解除を行う本割当株式の数を伝達するものとする。

4. 処分金額の算定根拠及びその具体的内容

割当予定先である本持株会に対する本自己株式処分は、譲渡制限付株式付与のために対象従業員に支給された本特別奨励金を出資財産として、対象従業員が本持株会に拠出して行われるものです。処分金額につきましては、恣意性を排除した価額とするため、2026年8月5日（取締役会決議日の前営業日）の東京証券取引所プライム市場における当社の普通株式の終値である1,525円としております。これは、取締役会決議日直前の市場株価であり、合理的で、かつ特に有利な価額には該当しないものと考えております。

なお、この価格の東京証券取引所プライム市場における当社株式の終値平均からの乖離率（小数点以下第3位を四捨五入）は次のとおりとなります。

期間	終値平均（円未満切捨て）	乖離率
1ヶ月（2026年7月6日～2026年8月5日）	1,518円	0.46%
3ヶ月（2026年5月7日～2026年8月5日）	1,494円	2.07%
6ヶ月（2026年2月6日～2026年8月5日）	1,511円	0.93%

本日開催の取締役会に出席した監査役3名全員（うち社外監査役2名）は、上記処分価額について、本自己株式処分が本制度の導入を目的としていること、及び処分価額が取締役会決議日の前営業日の東京証券取引所プライム市場における当社の普通株式の終値であることに鑑み、割当先である本持株会に特に有利な金額に該当せず、適法である旨の意見を表明しています。

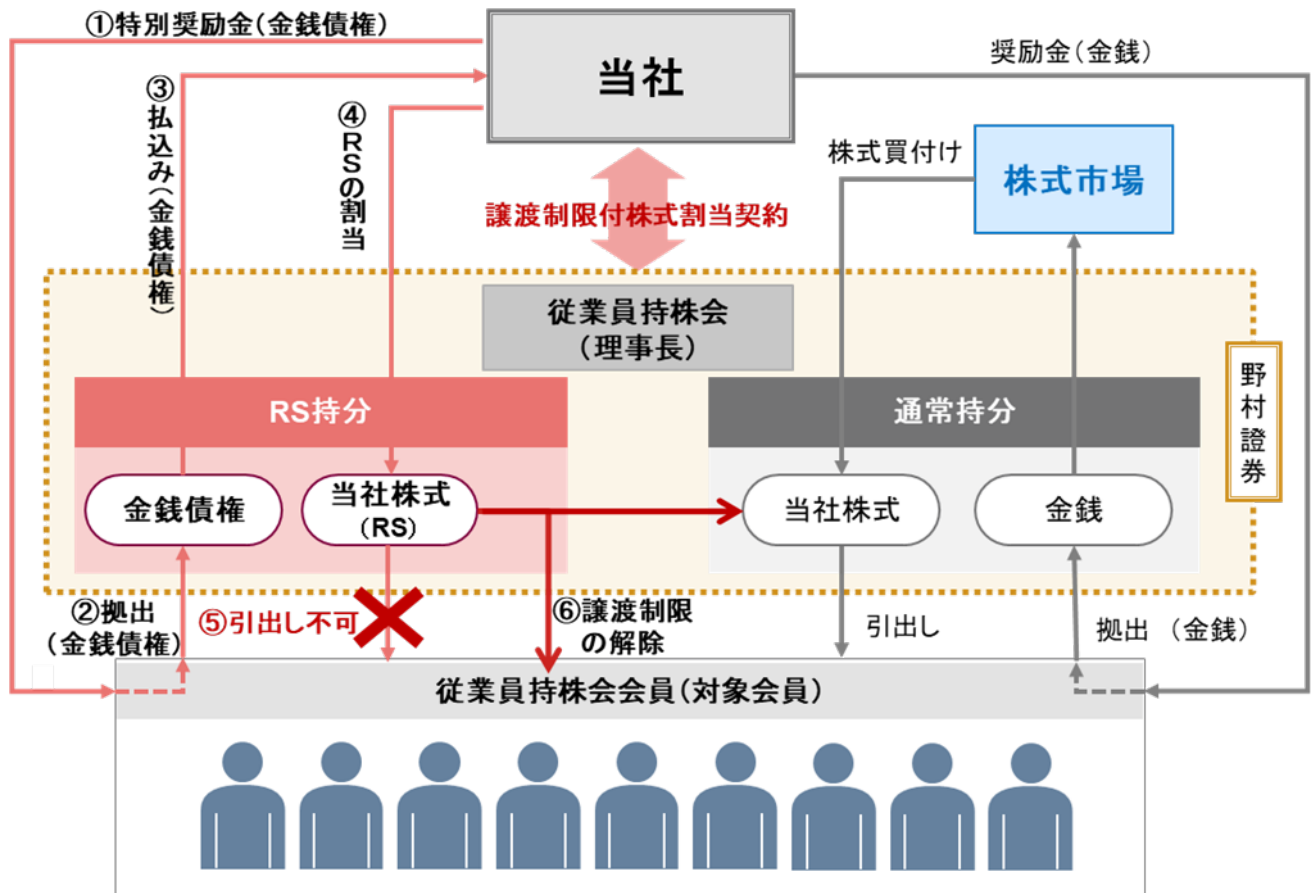
5. 企業行動規範上の手続に関する事項

本自己株式処分は、①希薄化率が25%未満であること、②支配株主の異動を伴うものではないことから、東京証券取引所の定める有価証券上場規程第432条に定める独立した第三者からの意見入手及び株主の意思確認手続は要しません。

(ご参考)

【本制度の仕組み】

- ① 当社は、本制度に同意した対象従業員に譲渡制限付株式付与のための特別奨励金として金銭債権を付与します。
- ② 本制度に同意した対象従業員は、上記①の金銭債権を本持株会へ拠出します。
- ③ 本持株会は、上記②で拠出をされた金銭債権を取りまとめ、当社へ払い込みます。
- ④ 当社は、本持株会に対して本割当株式を割り当てます。
- ⑤ 本割当株式は、野村證券株式会社を通じて、本持株会が開設した専用口座へ入庫され、譲渡制限期間中の引出しが制限されます。
- ⑥ RS 持分に対応した譲渡制限付株式は譲渡制限解除後に、本持株会規約等の定めに従い、通常持分又は対象従業員名義の証券口座いずれかへの振替手続きが行われます。



以 上

Note: This document has been translated from the Japanese original for reference purposes only.
In the event of any discrepancy between this translated document and the Japanese original, the original shall prevail.



August 6, 2026

Company name: RHEON AUTOMATIC MACHINERY CO., LTD.
Representative: Mikio Kobayashi, President & C.E.O.
(Securities Code: 6272;
Tokyo Stock Exchange Prime Market)
Inquiries: Tadao Fukuda, Managing Operating Officer
(Telephone: +81-28-665-1111)

Notice Regarding Disposal of Treasury Shares as Restricted Stock Incentives for the Employee Shareholding Association

RHEON AUTOMATIC MACHINERY CO., LTD. (the “Company”) hereby announces that, at the meeting of the Board of Directors held today, the Company has resolved to dispose of treasury shares as restricted stock (hereinafter referred to as the “Disposal of Treasury Shares” or the “Disposal”) under the Employee Shareholding Association Restricted Stock Incentive Plan (hereinafter referred to as the “Plan”). The disposal will be executed with the Rheon Automatic Machinery Employee Shareholding Association (hereinafter referred to as the “ESA”) as the scheduled allottee, as detailed below.

1. Overview of disposal

(1) Date of disposal	November 20, 2026
(2) Class and number of shares subject to disposal	64,800 shares of common stock of the Company (Note)
(3) Disposal price	1,525 yen per share
(4) Total disposal amount	98,820,000 yen (Note)
(5) Method of disposal (scheduled allottee)	Third-party allotment (ESA: 64,800 shares)

(Note) The “number of shares subject to disposal” and “total disposal amount” have been calculated based on the assumption that 64,800 shares of the Company’s common stock will be granted as restricted stock to each of the 648 employees of the Company, representing the maximum number of individuals eligible under the Plan. The actual number of shares to be disposed of and total disposal amount will be determined based on the number of employees of the Company who agree to the Plan, following the completion of promotional activities for employees who are not yet members of the ESA and the confirmation of agreement to the Plan from the ESA members (hereinafter referred to as the “Eligible Employees”) (up to 648 employees). Specifically, the “number of shares subject to disposal” shall be the number of shares applied for, as determined by the ESA. The “total disposal amount” shall be calculated by multiplying this number by the disposal price per share. Furthermore, the Company will uniformly grant a monetary claim of 152,500 yen to each Eligible Employee. Through the ESA, the Company will make a uniform allotment of 100 shares to each Eligible Employee.

2. Purpose and reason for disposal

At the Board of Directors meeting held on July 11, 2024, the Company resolved to introduce the Plan as a measure to enhance the benefits and welfare of the Eligible Employees among the employees of the Company who are members of the ESA. By creating an opportunity for the Eligible Employees to acquire the Company’s common stock, which is issued or disposed of by the Company, as restricted shares through the ESA, the Plan aims to assist in their asset formation in addition to providing them with incentives to aim for sustainable growth of the Company’s corporate value and to further promote the sharing of value

between the Eligible Employees and the Company's shareholders.

Furthermore, the outline and other details of the Plan are as follows.

[Outline, etc. of the Plan]

Under the Plan, the Company will provide a monetary claim (hereinafter referred to as the "Special Incentive Payment") to each Eligible Employee as a special incentive for the allotment of 100 shares of restricted stock per individual. The Eligible Employees will then contribute the Special Incentive Payment to the ESA. Subsequently, the ESA will make an in-kind contribution of the Special Incentive Payment to the Company, in exchange for which the Company will issue or dispose of its common stock as restricted stock.

In the event that the Company newly issues or disposes of its common stock under the Plan, the paid-in amount per share of the common stock shall be determined by the Board of Directors within a range not particularly favorable to the ESA (and, by extension, the Eligible Employees), based on the closing price of the Company's common stock on the Tokyo Stock Exchange on the business day immediately preceding the date of each Board of Directors' resolution related to the issuance or disposal (if no transactions were executed on that day, the price shall be based on the closing price on the most recent trading day).

The Company and the ESA shall enter into a restricted stock allotment agreement (hereinafter referred to as the "Allotment Agreement") in connection with the issuance or disposal of the Company's common stock under the Plan. The agreement shall include provisions such as: (1) The prohibition of the transfer of allotted shares to third party, the establishment of security interests, or any other form of disposal for a certain period (hereinafter referred to as the "Transfer Restrictions") and (2) The Company's right to acquire the allotted shares without compensation in the event that certain conditions arise. Furthermore, the granting of the Special Incentive Payment to the Eligible Employees shall be subject to the execution of the Allotment Agreement between the Company and the ESA.

Moreover, with regard to their member equity interest in the restricted stock acquired by the ESA through the issuance or disposal (hereinafter referred to as "Restricted Stock Equity Interest" or "RS Equity Interest"), the Eligible Employees shall be restricted from withdrawing the restricted stock that corresponds to the Restricted Stock Equity Interest until the Transfer Restrictions in relation to the restricted stock are lifted, in accordance with the ESA Rules and the ESA Detailed Operational Rules, etc. (hereinafter collectively referred to as the "ESA Rules, etc.") (Note).

In the Disposal of Treasury Shares, the Company shall dispose of its common stock (hereinafter referred to as the "Allotted Shares") to the ESA, which is the scheduled allottee, in accordance with the Plan. The ESA shall make payment for the shares by contributing the entire amount of the Special Incentive Payment, which has been contributed by the Eligible Employees, as an in-kind contribution. The outline of the Allotment Agreement to be concluded between the Company and the ESA in connection with the Disposal of Treasury Shares is as set forth below in "3. Outline of the Allotment Agreement." The number of shares to be disposed of in the Disposal of Treasury Shares will be determined at a later date, as stated in (Note) to 1. above. If all 648 employees of the Company, who represent the maximum number of employees for the Plan, join the ESA and agree to the Plan, the planned number of shares to be disposed of will be 64,800 shares. Assuming this number of shares, the dilution ratio resulting from the Disposal of Treasury Shares will be 0.23% of the total number of issued shares, 28,392,000 shares, as of March 31, 2026 (rounded to the second decimal place; the same rounding method applies to all percentage calculations below), and 0.24% of the total number of voting rights, 269,569 units, as of March 31, 2026.

The introduction of the Plan aims to enhance the benefits and welfare of the Eligible Employees by providing them with an opportunity, through the ESA, to acquire the Company's common stock, which is issued or disposed of by the Company, as restricted stock. This initiative is intended not only to support the asset formation of the Eligible Employees but also to provide them with incentives to aim for sustainable growth of the Company's corporate value while further promoting sharing of value with the Company's shareholders. In addition, the number of shares to be disposed of in the Disposal of Treasury Shares and the scale of dilution are considered reasonable, and we have determined that the impact on the market will be minimal, even taking into account the scale of dilution.

The Disposal of Treasury Shares will be executed on the condition that the Allotment Agreement is concluded between the Company and the ESA during the application period.

3. Outline of the Allotment Agreement

(1) Transfer restriction period

From November 20, 2026 to November 30, 2028.

(2) Conditions for lifting the Transfer Restrictions

The Transfer Restrictions on all of the Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible Employees who fulfill the following condition will be lifted upon the expiration of the transfer restriction period: the Eligible Employee must have continuously remained a member of the ESA during the transfer restriction period.

(3) Treatment in the event of withdrawal from the ESA

If an Eligible Employee withdraws from the ESA during the transfer restriction period due to mandatory retirement, retirement because of expiration of contract period, appointment as an officer, or other legitimate reasons (indicating cases where an Eligible Employee loses membership qualification or submits a request for membership withdrawal, and including the case of withdrawal due to death), the Company shall lift the Transfer Restrictions on all Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible Employee as of the date the ESA accepts the membership withdrawal request from the Eligible Employee (hereinafter referred to as the "Membership Withdrawal Request Acceptance Date").

(4) Treatment in the event of becoming a non-resident

If the Company determines that an Eligible Employee qualifies as a non-resident during the transfer restriction period due to an overseas transfer or other similar circumstances, the Transfer Restrictions on all Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible Employee as of the date of the determination will be lifted as of the date the Company accepts the application to lift the Transfer Restrictions (for overseas transferees).

(5) Acquisition without consideration by the Company

If an Eligible Employee withdraws from the ESA during the transfer restriction period for a reason other than mandatory retirement, retirement because of expiration of contract period, appointment as an officer, or other legitimate reasons, engages in acts that violate laws and regulations, or falls under certain conditions stipulated in the Allotment Agreement, the Company shall automatically acquire, without compensation, all Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible Employee at that time. In addition, the Company shall automatically acquire, without compensation, any Allotted Shares for which the Transfer Restrictions are not lifted at the expiration of the transfer restriction period or at the time of Transfer Restriction removal as stipulated in items (3) or (4) above.

(6) Management of shares

The Allotted Shares shall be managed in a dedicated account opened by the ESA with Nomura Securities Co., Ltd., to ensure that the transfer, the establishment of security interests, or any other forms of disposal cannot be made during the transfer restriction period. In addition, the ESA shall register and manage, pursuant to the provisions of the ESA Rules, etc., the Restricted Stock Equity Interest separately from the ordinary equity interest held by the Eligible Employees acquired by the ESA not pursuant to the Plan.

(7) Treatment upon reorganization, etc.

If, during the transfer restriction period, a merger agreement based on which the Company becomes a disappearing company, a share exchange agreement based on which the Company becomes a wholly owned subsidiary, or any matter concerning organizational restructuring, etc., including a share transfer plan, is approved by the General Meeting of Shareholders of the Company (however, if approval of the General Meeting of Shareholders of the Company is not required for said organizational restructuring, etc., then, the Board of Directors of the Company), by resolution of the Board of Directors, the Transfer Restrictions shall be lifted, effective immediately before the close of business on the business day preceding the effective date of the organizational restructuring, on all Allotted Shares held by the ESA that correspond to the Restricted Stock Equity Interest held by the Eligible Employees, as of the approval date. In such a case, the Company shall notify the ESA of the lifting of the Transfer Restrictions and the number of the Allotted Shares for which the Transfer Restrictions will be lifted.

4. Basis and details of the disposal price calculation

The Disposal of Treasury Shares to the ESA, as the scheduled allottee, is conducted through contributions from the Eligible Employees to the ESA, using the Special Incentive Payment granted to them for the purpose of receiving restricted stock as the contribution asset. To eliminate arbitrariness in determining the disposal price, it has been set as 1,525 yen, which is the closing price of the Company's common stock on the Prime Market of the Tokyo Stock Exchange on August 5, 2026 (the business day immediately preceding the date of the Board of Directors' resolution). The Company considers this price reasonable, as it reflects the market price of its stock immediately before the Board resolution date, and it is not deemed particularly advantageous.

The deviation rate of this disposal price from the average closing price of the Company's common stock on the Prime Market of the Tokyo Stock Exchange (rounded to the second decimal place) is as follows:

Period	Average closing price (rounded down to the nearest yen)	Deviation rate
1 month (July 6, 2026 – August 5, 2026)	1,518 yen	0.46%
3 months (May 7, 2026 – August 5, 2026)	1,494 yen	2.07%
6 months (February 6, 2026 – August 5, 2026)	1,511 yen	0.93%

In light of the fact that the Disposal of Treasury Shares is intended for the implementation of the Plan and that disposal price is set at the closing price of the Company's common stock on the Prime Market of the Tokyo Stock Exchange on the business day immediately preceding the date of the resolution of the Board of Directors, all three Audit & Supervisory Board Members (including two Outside Audit & Supervisory Board Members) who attended the Board of Directors meeting held today have expressed their opinions that the above disposal price does not constitute a particularly advantageous price for the ESA, the scheduled allottee, and is legitimate.

5. Matters related to procedures under the Code of Corporate Conduct

The Disposal of Treasury Shares does not require obtaining an opinion from an independent third party or confirming shareholders' intent, as stipulated in Article 432 of the Securities Listing Regulations set by the Tokyo Stock Exchange. This is because (i) the dilution ratio is less than 25% and (ii) the disposal does not involve a change in the controlling shareholder.

(Reference)

[Structure of the Plan]

1. The Company provides the Eligible Employees who have agreed to the Plan with monetary claims as Special Incentive Payment for the grant of restricted stock.
2. The Eligible Employees who have agreed to the Plan contribute the monetary claims received in 1. above to the ESA.
3. The ESA consolidates the monetary claims contributed in 2. above and pays the total amount to the Company.
4. The Company allocates the Allotted Shares to the ESA.
5. The Allotted Shares are deposited into a dedicated account established by the ESA through Nomura Securities Co., Ltd., with withdrawal restrictions imposed during the transfer restriction period.
6. After the Transfer Restrictions are lifted, the restricted stock that corresponds to the RS Equity Interest will be transferred either to the ordinary equity interest or a securities account under the names of the Eligible Employees in accordance with the provisions of the ESA Rules, etc.