

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt about the contents of this document or the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, as amended (“FSMA”) immediately.

If you have either sold or transferred all of your ordinary shares in Aston Martin Lagonda Global Holdings plc, please send this document and any other documents, as soon as possible, either to the purchaser or transferee or to the person who arranged the sale or transfer so they can pass the documents to the person who now holds the shares.



Aston Martin Lagonda Global Holdings plc

Notice of General Meeting

Proposed Approval of a Substantial Property Transaction

This document should be read as a whole. Your attention is drawn to the letter from the Senior Independent Director of Aston Martin Lagonda Global Holdings plc set out on pages 4 to 8 of this document, which contains the recommendation by the Independent Directors to vote in favour of the Resolution to be proposed at the General Meeting.

The notice of General Meeting of the Company, to be held electronically by audio webcast via the Lumi meeting platform at <https://meetings.lumiconnect.com/100-149-379-087> at 11:00 a.m. on 9 March 2026, is set out in Part 3 of this document. Shareholders will also find enclosed with this document a Proxy Form to use in connection with the General Meeting.

To be valid, the Proxy Form must be completed, signed and returned in accordance with the instructions printed thereon, as soon as possible and, in any event, so as to reach the Company’s Registrar, Equiniti, as soon as possible and in any event, not later than 11:00 a.m. on 5 March 2026, being 48 working hours before the time appointed for holding the General Meeting. The Proxy Form can be delivered by post to Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. You may also appoint a proxy online, via Equiniti’s website (www.shareview.co.uk), in CREST by completing and transmitting a CREST Proxy Instruction to Equiniti, or via the Proxymity platform (for institutional investors), in each case by no later than 11:00 a.m. on 5 March 2026.

Completion and return of a Proxy Form will not preclude Shareholders from attending and voting at the General Meeting should they choose to do so. Further instructions relating to the Proxy Form are set out in the Notice of General Meeting.

CONTENTS

	<u>Page</u>
PART 1 LETTER FROM THE SENIOR INDEPENDENT DIRECTOR	4
PART 2 DEFINITIONS	9
PART 3 NOTICE OF GENERAL MEETING	11
PART 4 EXPLANATORY NOTES TO NOTICE OF GENERAL MEETING	12
PART 5 ONLINE MEETING GUIDE	16
PART 6 FURTHER DETAILS OF THE TRANSACTION	18

Expected Timetable

Date of publication of Circular	20 February 2026
Latest Time and date for receipt of Proxy Forms for the General Meeting . .	11:00 a.m. on 5 March 2026
General Meeting	11:00 a.m. on 9 March 2026
Announcement of the result of the General Meeting	9 March 2026
Expected effective date of the Transaction Documents	9 March 2026

Each of the times and dates in the above expected timetable may be extended without further notice. If any of the above times and/or dates change, the revised time(s) and/or date(s) will be notified to Shareholders by an announcement through a regulatory information service. All references to time are to London time unless otherwise stated.

Part 1

Letter from the Senior Independent Director

Aston Martin Lagonda Global Holdings plc

Banbury Road, Gaydon

Warwick

CV35 0DB

United Kingdom

Telephone +44 (0) 1926 644 644

<https://www.astonmartin.com>

20 February 2026

Dear Shareholder,

Aston Martin Lagonda Global Holdings plc (“Aston Martin” or the “Company” or the “Group”)

1. INTRODUCTION

The Board of Aston Martin remains focused on realising value from non-core or financial assets where opportunities arise, where this can be achieved on attractive terms and without compromising the Group’s operational capabilities or strategic objectives. This was demonstrated in 2025 following the sale of shares in AMR in Q3 2025, which generated approximately £108 million in gross proceeds.

Against this backdrop, the Company has received an offer from AMR GP Holdings (“AMR”), the company that owns and operates the Aston Martin Aramco Formula 1 team, in relation to a potential transaction under which the Company will receive £50 million in cash in exchange for the grant to AMR of certain rights relating to the use of the Aston Martin name and branding in Formula 1.

In return for the £50 million, it is proposed that the Company will grant AMR:

- a) a perpetual, irrevocable, exclusive licence essentially covering use of the ‘Aston Martin’ name as part of the team name ‘Aston Martin F1 Team’ and as the chassis name, together certain associated branding, promotional and sponsorship rights (including through use of the Company’s official logo), solely in connection with AMR’s Formula 1 participation and operations; and
- b) where permitted by relevant trade mark registries, ownership of certain narrowly-scoped cloned trade marks (the “**New Marks**”) which are to be filed in F1 host countries, limited to racing-related sports entertainment services,

(the “**Transaction**”).

As explained further below, this licence will essentially come into force once the naming rights arrangements licensed under the existing sponsorship and branding rights agreement between the Company and AMR (the “**SBRA**”) conclude, the earliest date for which is 2025.

The proceeds will be used for general corporate purposes, including to:

- (a) further enhance the Company’s liquidity and balance sheet resilience, providing additional headroom as the Group continues to manage near-term market volatility and positions itself for improved profitability and cash flow generation;
- (b) enable the Company to maximise the potential of its fully reinvigorated core portfolio of class-leading next generation models; and
- (c) support the Company’s ongoing investment in future products.

The purpose of this document is to explain the background to the Transaction and to convene the General Meeting.

2. THE PROPOSED TRANSACTION

Under the existing SBRA, AMR already has certain rights to use the Aston Martin name and branding in connection with its Formula 1 operations until 2055.

The Transaction essentially crystallises value today from rights that AMR will continue to need and benefit from in the long term. Until 2055, AMR will continue to rely on the existing arrangements, provided that it will have the added benefit of owning New Marks once assigned to AMR following their registration. From 2055 onwards, AMR will rely on the new perpetual licence and related arrangements pursuant to the Transaction.

The principal changes from the current position, and the key protections that the Company will have, are as follows. These will generally apply from 2055 onwards, provided that the implementation of the 'New Marks' arrangement referenced in paragraph (c) below, as well as restrictions on their use and disposal, will commence from entry into the Transaction (i.e. prior to 2055):

- a) Under the existing arrangements, AMR's right to use the Aston Martin name in Formula 1 runs until 2055. Following the Transaction, the new licence will be perpetual and will not be revocable by the Company. However, it is important to note that AMR will have no rights to use the Aston Martin brand outside of Formula 1 and that such licence and related trade mark assignments will be strictly limited to AMR's Formula 1 participation and operations. Merchandising arrangements are excluded from the proposed new licence and will continue to be governed by the SBRA.
- b) Alongside the perpetual licence, the Company and AMR have agreed robust brand protection measures and control procedures which provide appropriate ongoing protection of the Aston Martin brand. These include various restrictions on AMR's ability to associate the Aston Martin brand with certain categories of unacceptable parties or to grant title partner, team partner, or team supplier status to competitors of the Company, and a mechanism for the Company to notify AMR and require rectification of, identified misuses of the brand. The Company considers these procedures to represent appropriate and proportionate safeguards in the context of a long-term commercial relationship, and note that AMR has a strong commercial incentive to protect and enhance the reputation of the Aston Martin brand given the centrality of that brand to its Formula 1 operations.
- c) Currently, all relevant licensed trade marks are owned by the Company. Under the Transaction, AMR will receive ownership of the New Marks once registered, which will be narrowly scoped to racing-related sports entertainment services in F1 host countries only, and their usage will be restricted in accordance with a co-existence arrangement. To further restrict the scope of AMR's rights in relation to the New Marks, AMR will grant a royalty-free, perpetual, irrevocable, sublicensable, exclusive licence back to the Company to use the New Marks for any non-F1 purposes. Importantly, the Company retains overall control over the registration, maintenance and enforcement of its broader Aston Martin branding and with merchandising rights continuing to be governed by existing arrangements. Relevantly, the Company will retain ownership of its existing trade marks, various of which will overlap with the 'cloned' New Marks that are to be owned by AMR.
- d) Under the Transaction, AMR will have certain 'wind-down rights' pursuant to which it can offer to sell its naming rights under the proposed perpetual licence and the New Marks back to the Company for, essentially, the greater of a sum equal to the Transaction consideration (adjusted for inflation) and fair market value at the relevant time. In essence, if the Company does not agree to buy back such rights, then AMR may sell such rights to a third party purchaser (other than to a competitor of the Company or to certain categories of unacceptable party) subject to such party agreeing to be bound by aforementioned co-existence restrictions, provided further that if the Company objects to such disposal due to brand risks, then the parties shall enter into a consultation period to negotiate and agree additional terms to protect the Company's interests. AMR will also have certain rights under the Transaction to suspend use of the naming rights while retaining ownership of these, in which case it will be released and discharged from various of its obligations under the proposed licence for the duration of such suspension.
- e) Accordingly, AMR will not be able to assign or transfer the rights granted under the Transaction without the Company's consent, in accordance with the specified wind-down mechanism outlined in paragraph (d) above. In addition, in the event of a change of control of AMR in favour of a

competitor of the Company or certain categories of unacceptable party, any use of the Company’s branding after such transaction shall require the Company’s consent. These measures ensure that the Company will retain oversight over who may use the Aston Martin name in Formula 1 in the long term.

In order to support their assessment of the Transaction, the Independent Directors commissioned an independent valuation report from Wasserman Media Group LLC (“**Wasserman**”). Wasserman have confirmed that, taking into account the existing value of the Naming Arrangements to AMR under the SBRA which apply until 2055, £50m is sufficient consideration for the Transaction from the Company’s point of view (the “**Wasserman Valuation**”).

A more detailed summary of the terms of the proposed Transaction and the Transaction Documents is set out in Part 6 of this document.

3. SUBSTANTIAL PROPERTY TRANSACTION

Lawrence Stroll is the Executive Chairman and a director of the Company and also the settlor and primary beneficiary of the trust which indirectly controls the majority of the voting rights of AMR. The value of the Transaction exceeds £100,000 and as a result, under section 190 of the Act, the Transaction requires the approval of its Shareholders by ordinary resolution given it is a ‘substantial property transaction’ for the purposes of the Act.

The Transaction is therefore conditional on shareholder approval being received for it and approval is accordingly being sought through the passing of the Resolution at a General Meeting of the Company to be held electronically by audio webcast via the Lumi meeting platform at <https://meetings.lumiconnect.com/100-149-379-087> on 9 March 2026. The formal notice convening the General Meeting is set out in Part 3 of this document.

The following Shareholders, accounting for 54.27 per cent. of the total issued share capital of the Company, have provided irrevocable undertakings to vote in favour of the Resolution at the General Meeting:

<u>Shareholder</u>	<u>Number of Shares</u>	<u>% shareholding of the Company’s issued share capital</u>
Members of the Yew Tree Consortium	330,574,088	32.65
Geely International (Hong Kong) Limited	142,530,859	14.08
Mercedes-Benz AG	76,320,195	7.54

4. FY 2025 TRADING UPDATE

In 2025, Aston Martin navigated a highly challenging trading environment whilst continuing to deliver operational milestones. Despite external factors, including, but not limited to heightened tariffs in the U.S. and, as guided, fewer high margin Special deliveries impacting financial performance, the Group made progress on its business transformation journey, driving operational efficiencies in cost and capex, whilst continuing to expand its model line-up.

The following unaudited FY 2025 Trading Update is provided ahead of the FY 2025 Results scheduled for 25 February 2026:

- The Group delivered total wholesale volumes of 5,448 (FY 2024: 6,030), with retails outpacing wholesale volumes. This included 152 Valhalla deliveries in Q4 2025.
- The Group currently expects FY 2025 gross margin of circa 29.5% and adjusted EBIT slightly below the lower end of the analyst consensus range (lower end of the January 2026 analyst consensus: £(184m)).
- The previously announced actions taken by the Group to reduce SG&A and CAPEX in FY 2025 are expected to result in adjusted operating expenses (excl. D&A) decreasing 16% to £262m (FY 2024: £313m) and capital expenditure of £341m (FY 2024: £401m).
- Total liquidity at 31 December 2025 remained broadly flat compared to Q3 2025 at £250m. This reflects a sequential improvement in performance in Q4 2025, for which period modest positive free cash flow is expected.

The £50m consideration from the Transaction will enhance the Group's liquidity position.

The Group continues to expect material improvement in FY 2026 financial performance driven by an enhanced product mix including approximately 500 Valhalla deliveries, ongoing benefits from the transformation programme and a continued disciplined approach to operations.

5. RELATED PARTY TRANSACTION

Lawrence Stroll is a related party of the Company for the purposes of UK Listing Rules ("UKLR") 8.1.11(1) and (2) by virtue of his position as Executive Chairman and a director of the Company. Additionally, Lawrence Stroll is a related party of the Company by virtue of being the lead investor in Yew Tree Consortium, a substantial shareholder of the Company under UKLR 8.1.12(1) and 2(a). As Lawrence Stroll also indirectly controls the majority of the voting rights of AMR GP, AMR GP is an associate of Lawrence Stroll and therefore, AMR GP is also a related party of the Company under UKLR 8.1.11(4).

Consequently, the Transaction constitutes a notifiable related party transaction falling within UKLR 8.2.1R. The Independent Directors confirm that they consider that the Transaction is fair and reasonable so far as shareholders of the Company are concerned, and that the Independent Directors have been so advised by Goldman Sachs International as sponsor to the Company. In providing its advice to the Independent Directors, Goldman Sachs has taken account of the Independent Directors' commercial assessments.

6. GENERAL MEETING

The Notice of General Meeting is set out in Part 3 of this document.

The Transaction is conditional upon Shareholder approval being obtained at the General Meeting.

The Resolution is proposed as an ordinary resolution. For an ordinary resolution to be passed, more than half of the votes of Shareholders present and voting at the General Meeting in person or by proxy must be cast in favour of the Resolution.

7. ACTION TO BE TAKEN

To be entitled to attend electronically, speak and vote at the General Meeting (and for the purpose of determining the number of votes they may cast), Shareholders must be entered on the Company's register of members at 6:30 p.m. on 5 March 2026, or in the case of an adjournment, at 6:30 p.m. on the date which is two business days before the time of the adjourned meeting.

Shareholders will also find enclosed with this document a Proxy Form to use in connection with the General Meeting. To be valid, the Proxy Form must be completed, signed and returned in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the Company's Registrar, Equiniti, as soon as possible and in any event, not later than 11:00 a.m. on 5 March 2026, being 48 working hours before the time appointed for holding the General Meeting.

The Proxy Form can be delivered by post to Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. You may also appoint a proxy online, via Equiniti's website (www.shareview.co.uk), in CREST by completing and transmitting a CREST Proxy Instruction to Equiniti, or via the Proxymity platform (for institutional investors), in each case by no later than 11:00 a.m. on 5 March 2026.

I would encourage Shareholders to submit their Proxy Forms on the Resolution as soon as possible. Completion and return of a Proxy Form will not preclude Shareholders from attending and voting electronically at the General Meeting should they choose to do so.

8. RECOMMENDATION

In the opinion of the Independent Directors, having taken into account the Wasserman Valuation, the Transaction and the entry into the Transaction Documents is in the best interests of the Company and its Shareholders and is likely to promote the success of the Company for the benefit of its members as a whole.

Accordingly, the Independent Directors unanimously recommend that Shareholders vote in favour of the Resolution to be proposed at the General Meeting, as the Independent Directors intend to do in respect of their own beneficial holdings of Ordinary Shares, which amount to approximately 0.08% of the Company's issued share capital as at the Latest Practicable Date.

None of Lawrence Stroll, Michael de Picciotto, Ahmed Al-Subaey or Scott Robertson has taken part in the Board's consideration of the Transaction given they each hold, and/or are a representative Director of a Shareholder that holds, directly or indirectly, interests in AMR.

Shareholders are reminded that the Transaction is conditional on the passing of the Resolution to be proposed at the General Meeting. Should the Resolution not be passed, the Transaction will not proceed.

Yours faithfully,

Sir Nigel Boardman

Senior Independent Director

Part 2

Definitions

The following definitions apply throughout this document, unless the context otherwise requires:

“Act”	the Companies Act 2006;
“AMR”	AMR GP Holdings Limited and its subsidiaries (including AMR GP Limited), being the group that owns and operates the Aston Martin Aramco Formula One Team;
“Articles of Association”	the articles of association of the Company in force as at the date of this document;
“Business Day”	any day (other than a Saturday or Sunday or public holiday) on which banks are generally open for business in London;
“Circular”	this document;
“Co-Existence Agreement”	the co-existence agreement between the Company and AMR;
“Company” or “Aston Martin”	Aston Martin Lagonda Global Holdings plc;
“CREST”	the system for the paperless settlement of trades in securities operated by Euroclear UK & International Limited in accordance with the CREST Regulations;
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended;
“Directors”	the directors of the Company;
“Equiniti” or “Registrar”	Equiniti Limited, the registrar of the Company;
“FSMA”	Financial Services and Markets Act 2000, as amended;
“General Meeting”	the general meeting of the Company to be held electronically by audio webcast via the Lumi meeting platform at https://meetings.lumiconnect.com/100-149-379-087 at 11:00 a.m. on 9 March 2026;
“Goldman Sachs”	Goldman Sachs International
“Independent Directors”	the Directors other than Lawrence Stroll, Michael de Picciotto, Ahmed Al-Subaey and Scott Robertson, who each hold, and/or are a representative Director of a Shareholder that holds, directly or indirectly, interests in AMR;
“Latest Practicable Date”	the close of business on 19 February 2026, being the latest practicable date prior to the publication of this Circular;
“Naming Rights Agreement”	the naming rights licence agreement between the Company, SubCo and AMR;
“New Marks”	has the meaning given in paragraph 1 of Part 1;
“New Marks Agreement to Assign and Licence Agreement”	means the agreement between SubCo, the Company and AMR for the assignment of the New Marks to AMR, and agreement to licence back non-F1 uses thereof to the Company;
“Notice of General Meeting”	the notice convening the General Meeting set out in Part 3 of this document;
“NRA Licence”	has the meaning given in paragraph 1 of Part 6;
“Ordinary Shares”	ordinary shares of £0.10 each in the capital of the Company;
“Proxy Form”	the form enclosed with this document for use by Shareholders in connection with the General Meeting;

“SBRA”	the amended and restated Sponsorship and Branding Rights Agreement between, among others, the Company and AMR, dated 24 September 2025;
“Senior Independent Director”	Sir Nigel Boardman;
“Shareholders”	holders of Ordinary Shares;
“SubCo”	Aston Martin Lagonda (SPV1), a wholly-owned subsidiary of the Company;
“SubCo Agreement”	means the agreement between the Company and SubCo for the registration of the New Marks, and licensing back non-F1 uses thereof to the Company;
“Transaction”	has the meaning given in paragraph 1 of Part 1;
“Transaction Documents”	the Co-Existence Agreement, the Naming Rights Agreement, the SBRA, the SubCo Agreement and the New Marks Assignment Agreement;
“UKLR”	UK Listing Rules;
“Wasserman”	Wasserman Media Group LLC;
“Yew Tree Consortium”	the YTC Members, and each of their respective concert parties;
“YTC Members”	Yew Tree Overseas Limited, Saint Alexander SARL, J.C.B. Research, RRRR Investments LLC, John Idol, FrancInvest Holding Corporation, Omega Funds I Limited, ErsteAM Ltd, and BDI Invest L.P. collectively; and
“£”	pounds sterling, the lawful currency from time to time of the United Kingdom of Great Britain and Northern Ireland.

Part 3

Notice of General Meeting

Notice is hereby given that a general meeting (the “**General Meeting**”) of Aston Martin Lagonda Global Holdings plc (the “**Company**”) will be held electronically by audio webcast via the Lumi meeting platform at <https://meetings.lumiconnect.com/100-149-379-087> at 11:00 a.m. on 9 March 2026 for the following purposes.

The sole resolution is proposed as an ordinary resolution.

RESOLUTION

THAT the entry by the Company into the Transaction be and is hereby approved as a ‘substantial property transaction’ under section 190 of the Companies Act 2006.

Save where the context requires otherwise, the definitions contained in this Notice of General Meeting shall have the same meanings as in the Circular.

By order of the Board

Liz Miles

Company Secretary
20 February 2026

Aston Martin Lagonda Global Holdings plc

Registered Number: 11488166

Registered office: Banbury Road Gaydon, Warwick CV35 0DB, United Kingdom

Registered in England and Wales

Part 4

Explanatory Notes to Notice of General Meeting

1. ATTENDING AND VOTING

- 1.1 To be entitled to attend electronically, speak and vote at the General Meeting (and for the purpose of determining the number of votes they may cast), Shareholders must be entered on the Company's register of members at 6:30 p.m. on 5 March 2026 (or in the case of an adjournment, at 6:30 p.m. on the date which is two business days before the time of the adjourned meeting). Changes to the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend electronically, speak and vote at the General Meeting.
- 1.2 To attend and participate in the meeting electronically, please refer to the notes below and the user guide on pages 16 to 17.
- 1.3 All resolutions at the General Meeting will be decided by poll. The Directors believe a poll is more representative of Shareholders' voting intentions because Shareholders' votes are counted according to the number of shares held and all votes tendered are taken into account.

2. SHAREHOLDERS' RIGHT TO ASK QUESTIONS

Any Shareholder attending the General Meeting has the right to ask questions. The Senior Independent Director will ensure that any question relating to the business being dealt with at the General Meeting receives a response, but in accordance with section 319A of the Act, no response need be given if: (i) to do so would interfere unduly with the preparation for the General Meeting or involve the disclosure of confidential information; (ii) the answer has already been given on the Company's website, www.astonmartin.com/corporate, in the form of an answer to a question; or (iii) the Senior Independent Director determines that it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered. The Senior Independent Director may determine the order in which questions raised by Shareholders are taken, having due regard for Shareholders present at the General Meeting.

3. APPOINTMENT OF PROXIES

- 3.1 Any Shareholder is entitled to appoint a proxy to exercise all or any of their rights to attend electronically and to speak and vote on their behalf at the General Meeting.
- 3.2 A Shareholder may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that Shareholder. A proxy need not be a Shareholder of the Company. A Proxy Form which may be used to make such appointment and give proxy instructions accompanies this Notice of General Meeting. If you do not have a Proxy Form and believe that you should have one, or if you require additional forms, please contact Equiniti on +44 (0)333 207 5973. Lines are open 8:30 a.m. to 5:30 p.m., Monday to Friday (excluding public holidays in England and Wales).
- 3.3 Appointing a proxy will not prevent a Shareholder from attending and voting electronically at the General Meeting. Alternatively, a hard copy Proxy Form may be completed. Please return the completed proxy form in the pre-paid envelope provided to Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. To lodge a proxy online, please visit www.shareview.co.uk and follow the instructions provided. To be valid, the Proxy Form or other instrument appointing a proxy must be received by the Company's Registrar, Equiniti, by no later than 11:00 a.m. on 5 March 2026.
- 3.4 When appointed as proxy, the Senior Independent Director of the General Meeting will cast Shareholder votes as directed by the relevant Shareholder(s). If no voting indication is given, a proxy (and when appointed as proxy, the Senior Independent Director of the General Meeting) may vote as he or she thinks fit on the resolutions or on any other business (including amendments to resolutions) which may come before the meeting. Please note that a "vote withheld" (as it appears on the Proxy Form or voting instruction form) is not a vote in law and will not be counted in the calculation of the proportion of votes 'for' or 'against' a resolution.

4. COMPLETION OF A PROXY FORM

- 4.1 A Proxy Form which may be used to make such appointment and to give proxy instructions accompanies this Notice of General Meeting. If you do not have a Proxy Form and believe that you should have one, or if you require additional forms, please contact Equiniti on +44 (0)333 207 5973. Lines are open from 8:30 a.m. to 5:30 p.m., Monday to Friday (excluding public holidays in England and Wales).
- 4.2 Please send completed hard copy proxy forms to Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. To lodge a proxy online, please visit www.shareview.co.uk and follow the instructions provided. To be valid, the Proxy Form or other instrument appointing a proxy must be received by the Company's Registrar, Equiniti, by no later than 11:00 a.m. on 5 March 2026.
- 4.3 In the case of a member which is a company, a Proxy Form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company.
- 4.4 Any power of attorney or any other authority under which the Proxy Form is signed (or a duly certified copy of such power or authority) must be included with the Proxy Form.
- 4.5 In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).
- 4.6 If more than one valid proxy appointment is submitted, the appointment received last before the latest time for the receipt of proxies will take precedence.

5. APPOINTMENT OF PROXIES THROUGH CREST

- 5.1 CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
- 5.2 In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & Ireland Limited's specifications, and must contain the information required for such instruction, as described in the CREST manual (available via www.euroclear.com). The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by Equiniti (ID RA19) by 11:00 a.m. on 5 March 2026. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST application host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
- 5.3 CREST members and, where applicable, their CREST sponsors, or voting service providers should note that Euroclear UK & Ireland Limited does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST manual concerning practical limitations of the CREST system and timings. The CREST manual can be reviewed at www.euroclear.com.
- 5.4 The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

6. APPOINTMENT OF PROXIES THROUGH PROXYMITY

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by 11:00 a.m. on 5 March 2026 in order to be considered valid. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy.

7. NOMINATED PERSONS

- 7.1 Any person to whom this Notice of General Meeting is sent who is a person nominated under section 146 of the Act to enjoy information rights (a “**Nominated Person**”) may, pursuant to an agreement between him/her and the Shareholder by whom he or she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, they may, pursuant to any such agreement, have a right to give instructions to the Shareholder as to the exercise of voting rights.
- 7.2 The statement of the rights of the Shareholders in relation to the appointment of proxies in paragraphs 3.1 to 3.4 above does not apply to Nominated Persons. The rights described in these paragraphs can only be exercised by the Shareholders.
- 7.3 If you have been nominated to receive general Shareholder communications directly from the Company, it is important to remember that your main contact in terms of your investment remains the registered Shareholder or custodian or broker who administers the investment on your behalf. Therefore, any changes or queries relating to your personal details and holding (including any administration) must continue to be directed to your existing contact at your investment manager or custodian. The Company cannot guarantee to deal with matters that are directed to it in error. The only exception to this is where the Company, in exercising one of its powers under the Act, writes to you directly for a response.

8. CORPORATE REPRESENTATIVES

Any Shareholder may appoint one or more corporate representative(s) who may exercise on its behalf all of its powers as a member provided that they do not do so in relation to the same shares.

9. SHAREHOLDERS' RIGHTS

- 9.1 Shareholders should note that, on a request made by Shareholders pursuant to section 527 of the Act, the Company may be required to publish on a website a statement setting out any matter relating to:
- (a) the audit of the Company's accounts (including the Auditors' report and the conduct of the audit) that are to be laid before the General Meeting; or
 - (b) any circumstance connected with the Auditors ceasing to hold office since the previous meeting at which annual reports and accounts were laid in accordance with section 437 of the Act.
- 9.2 The Company may not require the Shareholders requesting any such website publication to pay its expenses in complying with sections 527 or 528 (requirements as to website availability) of the Act. Where the Company is required to place a statement on a website pursuant to section 527 of the Act, it must forward the statement to the Auditors not later than the time when it makes the statement available on the website. The business which may be dealt with at the General Meeting for the relevant financial year includes any statement that the Company has been required pursuant to section 527 of the Act to publish on a website.

10. ISSUED SHARE CAPITAL AND TOTAL VOTING RIGHTS

As of the date of this notice of meeting, the Company's issued share capital (excluding treasury shares) consists of 1,012,461,696 Ordinary Shares, carrying one vote each. The Company has no treasury shares and therefore, the total voting rights in the Company as at the date of this notice of meeting are 1,012,461,696.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available on the Company's website: www.astonmartin.com/corporate/investors/shareholder-information and a hard copy of each of the following documents (other than this document which has already been provided to you) is available on request from the Company Secretary at Aston Martin Lagonda Global Holdings plc, Banbury Road, Gaydon, Warwick, CV35 0DB (Tel: 44 (0) 1926 644 644):

- (a) this document; and
- (b) the Articles of Association.

12. ELECTRONIC COMMUNICATION

12.1 Shareholders may at any time choose to receive all Shareholder documentation in electronic form via the internet, rather than through the post in paper format. Shareholders who decide to register for this option will receive an email each time a statutory document is published on the internet.

12.2 Shareholders who wish to receive documentation in electronic form should contact the Company's Registrar, Equiniti, or visit www.shareview.co.uk and register for the electronic communications service. Any electronic address provided either in this Notice of General Meeting or any related documents (including the Proxy Form) may not be used to communicate with the Company for any purposes other than those expressly stated.

12.3 A copy of this Notice of General Meeting, and other information required by s311A of the Act can be found at www.astonmartin.com/corporate/investors/shareholder-information.

Part 5

Online Meeting Guide

1. ACCESSING THE MEETING VIRTUALLY

Visit <https://meetings.lumiconnect.com/100-149-379-087> on your smartphone, tablet or computer.

You will then be required to enter your:

- Shareholder Reference Number (SRN).
- PIN—(the first two and the last two digits of your SRN).

Your SRN will be printed on the front of your Proxy Form or Voting Instruction Form.

Access will be available one hour prior to the start of the meeting. If you experience any difficulties, please contact Equiniti by emailing hybrid.help@equiniti.com stating your full name and postcode.

You will need the latest version of Chrome, Safari, Edge or Firefox. Please ensure your browser is compatible. An active internet connection is required at all times to participate in the meeting.

2. HOME PAGE AND BROADCAST

Once logged in, you will see the home page which contains instructions for using the platform.

At the commencement of the meeting, the live broadcast of the proceedings will be available on the right-hand side of your device.

Click play on the broadcast, ensure that your device is unmuted and the volume is turned up.

3. VOTING

Once the Senior Independent Director has formally opened voting, the resolution will automatically appear on your screen. Select the option that corresponds with how you wish to vote.

Once you have selected your vote, the option will change colour and a confirmation message will appear to indicate your vote has been cast and received, there is no submit button.

To change your vote, reselect your choice. To cancel your vote, select the “cancel” button. You will be able to do this at any time whilst the poll remains open and before the Senior Independent Director announces its closure.

4. QUESTIONS

Written questions can be submitted by selecting the messaging icon from the navigation bar and typing your question into the ‘Ask a question’ box. Click the send button to submit the question.

Copies of questions you have submitted can be viewed by selecting ‘My Messages’.

5. VIRTUAL MICROPHONE

If you would like to ask your question verbally, press the ‘Request to speak’ button at the bottom of the broadcast window.

Follow the on-screen instructions to join the queue.

6. DOCUMENTS

Meeting documentation can be found within the documents tab in the navigation bar.

Documents can be read within the platform.

7. APPOINTED PROXIES AND CORPORATE REPRESENTATIVES

If you plan to participate in the meeting as a proxy or corporate representative, please contact our registrar Equiniti by emailing hybrid.help@equiniti.com. Your unique SRN and PIN, which is required to access the meeting, will be provided once a valid proxy appointment or letter of representation has been received.

To avoid delay accessing the meeting, contact should be made at least 24 hours prior to the meeting date and time.

Mailboxes are monitored 9:00 a.m. to 5:00 p.m. Monday to Friday (excluding public holidays in England & Wales).

Part 6

Further details of the Transaction

1. BACKGROUND

On 27 February 2020, Aston Martin entered into a Sponsorship and Branding Rights Agreement with AMR, the company that owns and operates the Aston Martin Aramco Formula One team, pursuant to which Aston Martin (i) receives certain sponsorship, hospitality and promotional benefits (the “**Sponsorship Arrangements**”) in return for paying annual sponsorship fees to AMR; and (ii) has granted AMR the worldwide, royalty-free exclusive right to make certain uses of the ‘Aston Martin’ name, logo and branding exclusively in respect of Formula 1 participation (the “**Naming Arrangements**”) (the “**SBRA**”). The SBRA initially applied for a 10-year term starting on 1 January 2021 and has been subsequently amended, most recently on 24 September 2025, such that the Sponsorship Arrangements currently run until at least 2045 and the Naming Arrangements until 2055 at the earliest.

The Company has received an offer from AMR in relation to a potential transaction pursuant to which, in consideration for £50 million:

- (a) the Naming Arrangements will essentially continue in accordance with the terms of the SBRA for the remainder of the term of the SBRA;
- (b) under a new naming rights agreement (the “**Naming Rights Agreement**”), the Company will grant AMR a royalty-free, exclusive, worldwide and perpetual licence to use the Aston Martin name in the team name ‘Aston Martin F1 Team’ and as the ‘Aston Martin’ chassis name, as well as certain branding, promotional and sponsorship rights, in each case limited to specified uses in the context of AMR’s F1 participation and operations (the “**NRA Licence**”). AMR will rely on the Naming Arrangements under the SBRA during the term of the SBRA, following which it will rely on the NRA Licence for the licensing of naming and associated rights. The Company will not have any termination rights under the NRA Licence, and instead will rely on a set of control procedures to monitor AMR’s compliance with its terms. SubCo will also be made a party to the Naming Rights Agreement for the limited purpose of giving effect to certain obligations set out in such agreement in relation to giving effect to the New Marks arrangement, as described in paragraphs (d) and (e) below;
- (c) the Company will enter into an amended SBRA containing various revisions, but which essentially leaves the Naming Arrangements undisturbed;
- (d) the Company will enter into an agreement with SubCo, pursuant to which SubCo will, where feasible and permitted by relevant trade mark registries, apply for narrowly scoped trade marks in relevant F1 host countries. These will be limited, to the extent possible, to certain racing-related sports entertainment services, and which will essentially be clones of the existing Company’s trade marks, but with narrower specifications. Under such agreement, SubCo will grant the Company a royalty-free, perpetual, irrevocable, sublicensable, exclusive licence back for all uses of the New Marks which fall outside the scope of AMR’s permitted F1 uses (the “**SubCo Agreement**”);
- (e) the Company, SubCo and AMR will enter into an agreement pursuant to which SubCo agrees to assign each New Mark to AMR upon its registration, in all cases subject to the Co-Existence Agreement (defined below) (the “**New Marks Agreement to Assign and Licence Agreement**”). The New Marks are intended to provide additional comfort to AMR that it can continue to use the “Aston Martin” name and branding in accordance with its rights under the SBRA and NRA Licence (as applicable). AMR will also agree to grant a licence back to the Company in respect of the new Marks that it owns on equivalent terms to those set out in paragraph (d) above; and
- (f) the Company and AMR will enter into a co-existence agreement (the “**Co-Existence Agreement**”) which governs the Company’s and AMR’s respective rights and obligations in relation to their concurrent use of the Company’s co-existing trade marks and the New Marks.

2. SUMMARY TERMS

Naming Rights Agreement

Pursuant to the Naming Rights Agreement, the Company will, subject to the passing of the Resolution, grant to AMR a royalty-free, exclusive, worldwide, perpetual and irrevocable licence to use the Aston Martin name in the team name 'Aston Martin F1 Team' and as the 'Aston Martin' chassis name, together with the Aston Martin winged logo and the official team and partner logos, solely for the Team's Formula 1 participation and operations, as well as certain related branding, promotional, and sponsorship rights; with a limited right to grant sublicenses; and subject to appropriate brand guidelines. The NRA Licence will expressly exclude AMR merchandising, which will remain governed by the SBRA, and the Company will retain overall control over registration, maintenance and enforcement of the Company's branding, subject to certain limited obligations to consult AMR under certain specified circumstances.

The perpetual licence structure has been designed to be robust, with no ongoing onerous obligations on the Company outside of customary enforcement maintenance and recordal obligations, and is not expected to require lender consent.

The existing SBRA under which AMR currently has certain rights to use the Aston Martin name in the context of its Formula One operations until 31 December 2055, and the Naming Arrangements under it will essentially continue to apply for the remainder of its term, following which the NRA Licence will take effect. The Naming Rights Agreement will run in parallel with the SBRA, provided that, to the extent of any inconsistency between the SBRA and the Naming Rights Agreement during the term of the SBRA, the SBRA shall prevail. In addition, the SBRA will, subject to the passing of the Resolution, be amended to reflect various revisions thereto. The SBRA will continue in full force and effect until 2055. The SBRA will continue to govern certain permitted merchandising activities (including ordinary course merchandising activities (including the sale of goods and services) relating to Formula One) and any existing third-party sponsorships or similar arrangements in respect of the Company's branding.

Co-Existence Agreement

The Company will, subject to the passing of the Resolution, enter into the Co-Existence Agreement which will govern the use of the New Marks by AMR and the use of the Company's co-existing trade marks by the Company. The Co-Existence Agreement will set out the parties' respective rights and obligations in relation to their concurrent use of the Company's co-existing trade marks and the New Marks.

Under the Co-Existence Agreement, AMR will undertake to, among other things: (i) use the New Marks only within an F1 team context and in accordance with agreed brand guidelines; (ii) not challenge the Company's rights in relation to its co-existing trade mark rights; and (iii) not, unless explicitly provided for in the Naming Rights Agreement or the Co-Existence Agreement, assign, transfer, charge or encumber the New Marks without the Company's prior written consent. AMR must also not use or permit the use of any New Marks that results in, or is likely to result in, material disparagement or other reputational damage to the Aston Martin brand, including association with any unacceptable associated party or a competitor of the Company in a manner contrary to the Naming Rights Agreement or SBRA.

The Co-Existence Agreement will terminate if AMR transfers the naming rights (including the New Marks) back to the Company, AMR no longer holds or uses any of the New Marks or its nominee, or all registrations for the New Marks have expired or ceased to have effect.

SubCo Agreement

The Company will, subject to the passing of the Resolution, enter into an agreement with SubCo, pursuant to which the Company will, subject to SubCo entering into the New Marks Agreement to Assign and Licence Agreement, grant SubCo the right to file for and prosecute the New Marks within F1 Host Countries. Thereafter, SubCo shall, where feasible and permitted by relevant trade mark registries, apply for the New Marks, which will essentially be clones of certain of the existing Company's trade marks, but with narrower specifications. Under such agreement, SubCo will grant the Company a royalty-free, perpetual, irrevocable, sublicensable, exclusive licence back for all uses of such trade marks which fall outside the scope of AMR's permitted F1 uses.

New Marks Agreement to Assign and Licence Agreement

The Company, SubCo and AMR will, subject to the passing of the Resolution, enter into an agreement pursuant to which SubCo agrees to assign the New Marks to AMR upon their registration, the use of which by AMR shall be subject to the Co-Existence Agreement. AMR will also agree to grant an equivalent licence back to the Company in respect of the New Marks it owns to the licence granted by SubCo.