ASTON MARTIN CAPITAL HOLDINGS LIMITED

NOTICE OF CONDITIONAL REDEMPTION

Series of Notes	CUSIP/Common Code	ISIN
	Reg S: G05891AG4	Reg S: USG05891AG47
	144A: 04625HAE9	144A: US04625HAE99
15.0% Second Lien Split Coupon Notes due 2026	IAI: 04625HAF6	IAI: US04625HAF64

Aston Martin Capital Holdings Limited (the "<u>Issuer</u>") gives notice to the Holders of the 15.0% Second Lien Split Coupon Notes due 2026 (the "<u>Notes</u>") of redemption of \$121,660,456 in aggregate principal amount of the Notes (the "<u>Redemption</u>") in accordance with paragraph 5(c) of the Notes and Section 3.03 of the indenture dated as of November 10, 2020 (as supplemented on March 4, 2021 by the first supplemental indenture and on July 28, 2021 by the second supplemental indenture, and as further amended and/or supplemented from time to time, the "<u>Indenture</u>") among the Issuer, Aston Martin Investments Limited, Aston Martin Lagonda Limited, Aston Martin Lagonda Group Limited, Aston Martin Capital Limited and Aston Martin Lagonda of North America, Inc., as guarantors, U.S. Bank Trustees Limited, as trustee (the "<u>Trustee</u>") and security agent, and U.S. Bank Trust Company, National Association as paying agent, transfer agent and registrar (the "<u>Paying Agent</u>"). All capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Indenture.

The terms and conditions of the Redemption are as follows:

- 1. The redemption date of the Notes will be, subject to the satisfaction or waiver of the Specified Conditions (as defined below), the later of (i) March 21, 2024 and (ii) in case the Specified Conditions have not been satisfied or waived by March 21, 2024, the day immediately following the satisfaction or waiver of the Specified Conditions, provided that such date shall be not more than 60 days from the date hereof (the "Redemption Date"), and the record date will be one Business Day prior to the Redemption Date.
- 2. The redemption price for the Notes will be 108.000% of the aggregate principal amount of such Notes to be redeemed (the "Redemption Price") plus \$7,096,859.93, which represents the amount of accrued and unpaid interest to, but not including, the Redemption Date, plus Additional Amounts, if any. Investors are advised to inform themselves of the specific redemption payment calculations provided for in the Indenture.

Series of Notes	Redemption Price	Accrued and Unpaid Interest	Total
15.0% Second Lien Split Coupon Notes due 2026	\$131,393,292.48	\$7,096,859.93	\$138,490,152.41

- 3. The redemption of the Notes and the Issuer's obligation to pay the Redemption Price plus accrued and unpaid interest and Additional Amounts, if any, to, but not including, the Redemption Date, as applicable, is conditioned upon:
 - (i) the receipt by the Paying Agent on or prior to the Redemption Date of funds in an aggregate amount sufficient to redeem all of the outstanding principal amount of the Notes at the Redemption Price plus accrued and unpaid interest and Additional Amounts, if any, to, but not including, the Redemption Date; and

(ii) the receipt of the gross proceeds from the consummation of the Issuer's offering of new senior secured notes in an amount sufficient to pay the Redemption Price on the Notes, plus accrued and unpaid interest and Additional Amounts, if any, to, but not including, the Redemption Date, and the transaction fees and expenses associated with such offering,

(clauses (i) and (ii) above, together, the "Specified Conditions").

- 4. At the Issuer's discretion, the Redemption Date may be delayed until such time as any or all of the Specified Conditions shall be satisfied or waived but in no case shall the Redemption Date be more than 60 days from the date hereof. Further, such Redemption may not occur at all and this notice may be rescinded in the event that any or all of the Specified Conditions have not been satisfied or waived by the Redemption Date, or by the Redemption Date so delayed.
- 5. The Paying Agent to which the Notes must be surrendered for redemption is U.S. Bank Trust Company, National Association, 100 Wall Street, Suite 1600, New York, NY 10005, United States of America.
- 6. The Notes must be surrendered to the relevant Paying Agent to collect the Redemption Price, plus accrued and unpaid interest, and Additional Amounts, if any.
- 7. No representation is made by the Issuer as to the correctness or accuracy of the CUSIP, ISIN or Common Code numbers either as printed on the Notes or as contained in this conditional notice of redemption. Neither the Issuer nor the Trustee shall be responsible for the selection or use of the CUSIP, ISIN or Common Code numbers.
- 8. Unless the Issuer defaults in making the redemption payment, interest on the Notes called for redemption shall cease to accrue on and after the Redemption Date.
- 9. The Notes are being redeemed pursuant to paragraph 5(c) of the Notes and Section 3.03 of the Indenture.
 - 10. This notice of redemption is given on March 11, 2024.

Any questions regarding this notice of redemption should be directed to the Issuer at the following address:

Aston Martin Capital Holdings Limited 28 Esplanade St Helier JE2 3QA Jersey

Attention: James Arnold (Head of Investor Relations) +44 (0)7385 222 347 james.arnold@astonmartin.com