

**Guinness Peat Group plc**  
(Registered in England and Wales No. 103548)

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.  
When considering what action you should take, you are recommended to immediately seek  
your own independent financial advice.**

First Floor  
Times Place  
45 Pall Mall  
London SW1Y 5GP

*Directors :*  
Sir Ron Brierley (chairman)  
AI Gibbs  
R Langley  
BA Nixon  
Dr GH Weiss

11 September 2009

To: Guinness Peat Group plc ("GPG") Shareholders on the UK register holding 1,000 shares or fewer who are not resident in the USA, Canada or Japan.

Dear Shareholder,

**COST FREE SPECIAL DEALING SERVICE FOR SMALL HOLDINGS OF SHARES**

**This letter is addressed only to, and is intended only for, those shareholders who (i) are registered on GPG's UK share register, (ii) hold 1,000 or fewer ordinary shares of 5p each in GPG ("Shares"), and (iii) are not resident in either the USA, Canada or Japan.**

**If you have sold or otherwise transferred all your Shares, please send this letter together with the accompanying documents as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for onward delivery to the purchaser or transferee.**

For the purposes of section 21 of the Financial Services and Markets Act 2000, this letter has been approved by Computershare Investor Services PLC which is an authorised person under that Act.

This dealing service is being made available to you to enable you to sell or donate your entire holding of Shares, free of any dealing costs or commission.

If you do not wish to use this service, you need read no further.

Neither GPG nor its Directors are making any recommendation that you should make use of this service to sell or donate your Shares, nor are they suggesting that this is an appropriate time or period in which to sell or donate. If you are in any doubt as to the action you should take, you should consult an appropriate adviser. **If you wish to use this dealing service to sell or donate all your Shares, please read the rest of this letter and then complete and return the attached Share Dealing Instruction Form.**

GPG has a significant number of shareholders with 1,000 or fewer Shares in the Company who hold these Shares on the UK register. Some 2,367 of these shareholders hold their shares on the UK register.

We are aware that the level of dealing costs charged by brokers and banks can deter or even prevent the holders of small numbers of shares from selling them, as a significant proportion (if not all) of the sale proceeds can be absorbed by such costs. Holders of a small number of shares can effectively be 'locked in' to a holding that is uneconomic to sell, provides little by way of growth or dividend income and represents an insignificant fraction of the shares in a company such as GPG which has some 1.6 billion shares on issue.

GPG has accordingly arranged with its registrars in the UK, Computershare Investor Services PLC ("Computershare"), that Computershare will provide a **cost-free** dealing service to holders in the UK of 1,000 or fewer Shares to allow these shareholders to sell or donate their Shares if that is something they would like to do. **Shareholders should note that the use of this service is not compulsory.**

**Whilst GPG reserves the right to extend the period, this service is intended only to be available for a limited period up to the last dealing date of 28 October 2009, and can only be used by shareholders wishing to sell or donate their entire holding of Shares.** Therefore shareholders wishing to make use of this service must ensure that their instructions to sell or donate are received by Computershare by 10.00 a.m. on 27 October 2009.

## **THE SERVICE**

If you decide to use this service, you have two choices:

### **1. Sell ALL your Shares**

Between now and 28 October 2009 Computershare will accept instructions from any UK shareholder who is registered as holding 1,000 or fewer Shares on GPG's UK share register (subject to the terms and conditions set out in the Share Dealing Instruction Form) to sell ALL (but NOT some only) of that shareholder's Shares at the market price available at the time of sale, free of commission. This service is offered by Computershare on an execution only basis, and no advice will be given as to the merits of any sale.

**The number of Shares registered in your name on 9 September 2009 is shown on the Share Dealing Instruction Form accompanying this letter.**

If you wish to use this service, you should complete Part A and sign Part C of the attached Share Dealing Instruction Form, and return it to Computershare. The terms and conditions of the service are enclosed. The form should be sent in the enclosed reply-paid envelope to Computershare Investor Services PLC at PO Box 1169, Bristol BS99 6AL England so as to arrive by 10.00 a.m. on 27 October 2009.

Computershare will aggregate your selling instruction together with the others they receive, and will arrange to sell the aggregate number of Shares for which it has received instructions once a week, usually on a Wednesday. The first dealing date for this service will be 23 September 2009. All dealings will be arranged by Computershare through one of their market makers or brokers until 28 October 2009.

If you wish to sell your Shares but cannot find your share certificate(s), please complete the Indemnity for Lost Share Certificate in Part E on the reverse of the Share Dealing Instruction Form.

### **2. Donate ALL your shares to ShareGift - the share donation charity**

Between now and 28 October 2009 Computershare will accept instructions from any UK shareholder who is registered as holding 1,000 or fewer Shares, subject to the terms and conditions set out in the Share Dealing Instruction Form, to donate ALL of that shareholder's shares to ShareGift - the share donation charity.

If you wish to use this service, you should complete Part B and sign Part C of the attached Share Dealing Instruction Form, and return it to Computershare. The terms and conditions of the service are enclosed. The form should be sent in the enclosed reply-paid envelope to Computershare Investor Services PLC at PO Box 1169, Bristol BS99 6AL England so as to arrive by 10.00 a.m. on 27 October 2009.

If you wish to donate all your Shares but cannot find your share certificate(s), please complete the Indemnity for Lost Share Certificate in Part E on the reverse of the Share Dealing Instruction Form.

ShareGift (registered charity 1052686) uses the proceeds from donated shares to support a wide range of UK charities. Further information can be found in Part D on the reverse of the Dealing Form.

### **CREST**

This service is only available to shareholders who have share certificates. UK Members with a holding of 1,000 or fewer Shares which is held in CREST (i.e. as an uncertificated shareholding) can use this service only if they first re-materialise their holding and then submit their instruction to Computershare, complete in all respects and supported by a valid share certificate. If you are a CREST Sponsored Member, you should refer to your CREST Sponsor as only they will be able to re-materialise your holding. Upon receipt of your share certificate, you will then be able to complete the attached Share Dealing Instruction Form and return it to Computershare to arrive by 10.00 a.m. on 27 October 2009.

### **SETTLEMENT**

Within five business days of the sale of Shares, Computershare will send you a notice confirming the sale details, together with a cheque for the sale proceeds.

### **MARKET PRICES**

It is not possible to predict the market price at which Computershare will arrange to sell Shares under this service. However, Computershare will sell these Shares at the best price reasonably available for cash dealings in the market at the time of each sale transaction.

For your guidance only, you may wish to note that on 4 September 2009 (the last practicable date before the printing of this letter) the closing price of the shares in GPG, as derived from the London Stock Exchange Daily Official List, was 34.5p per share, as compared with the highest and lowest quotations since 4 September 2008 of 34.5p on 3 September 2009 and 18.6p on 3 March 2009 respectively. However, share prices may go down as well as up and past performance cannot be a guide of future performance.

### **TAXATION**

#### **Sell Shares**

The sale of any Shares under this service will constitute a disposal for the purposes of UK taxation of chargeable gains and may, depending on your personal taxation position, give rise to a chargeable gain or allowable loss. **If you are resident outside the UK, or subject to tax in a different country, or are in any doubt as to your tax position, you should consult a suitably qualified professional adviser.**

#### **Donate Shares to ShareGift**

The donation of any Shares to ShareGift will not constitute a taxable disposal for the purposes of UK taxation of chargeable gains. In addition, individuals may be entitled to income tax relief in respect of the market value of the shares on donation. For further information on the donation of shares to charity and claiming tax relief you can contact any tax office or visit the HM Revenue and Customs website [www.hmrc.gov.uk/charities](http://www.hmrc.gov.uk/charities). **If you are resident outside the UK, or subject to tax in a different country, or are in any doubt as to your tax position, you should consult a suitably qualified professional adviser.**

By order of the Board

Yours faithfully,

**J R Russell**

Company Secretary

Computershare Investor Services PLC  
Guinness Peat Group plc Special Share Dealing Service  
PO Box 1169  
The Pavilions  
Bridgwater Road  
Bristol BS99 2PJ

MR SAM SAMPLE  
DESIGNATION (IF ANY)  
MR JOINT HOLDER 1  
ADD1  
ADD2  
ADD3  
ADD4

Shareholder Reference Number  
C1234567890 J N T

98999

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89323

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110GLF P01

Kindly Note: This form is issued only to the addressee(s) and is specific to the class of security and the unique designated account printed hereon. This personalised form is not transferable between different (i) account holders; (ii) classes of security; or (iii) uniquely designated accounts. The issuer and Computershare accept no liability for any instruction that does not comply with these conditions.

## Guinness Peat Group plc Special Share Dealing Service Share Dealing Instruction Form - Certificated Holdings

Complete parts A and C for a sale or parts B and C to donate your Shares to ShareGift.

### Part A - Shares to be Sold

Current Holding

XXXX

I/We hereby instruct Computershare Investor Services PLC to sell my/our total holding of ordinary shares of 5 pence each in Guinness Peat Group plc ("Shares") (maximum 1,000).

tick this box

- I/We declare that I/we have the right to sell these Shares free from any liens, charges and other third party rights.
- I/We have attached my/our share certificate(s) for these shares or have completed the Indemnity for Lost Share Certificate in part E. No partial sales will be accepted.
- My/Our Shares will be sold on the first dealing day after Computershare Investor Services PLC receives my/our valid instruction.
- The first dealing day will be 23 September 2009.
- A sterling cheque for the sale proceeds, made payable to me/us, or the first named account holder for joint holders, will be sent to the address on the Guinness Peat Group plc share register.

### Part B - Donations to ShareGift

I/We instruct Computershare Investor Services PLC to arrange the donation of the number of Shares shown above to the charity ShareGift. Please write ShareGift in this box and sign part C below. Please enclose your share certificate(s) for the total amount shown in Part A. If you have lost your share certificate(s) please complete the Indemnity for Lost Share Certificate in Part E.

If you are a UK taxpayer and you donate your shareholding to charity you may be able to claim income tax relief on the value of your donation, and there is no taxable gain or loss for capital gains tax purposes.

PLEASE NOTE THERE IS NO TRANSACTION FEE TO USE THIS SERVICE.

### Part C - Signatures (Please refer to Terms and Conditions for signing requirements)

I/We acknowledge and accept that this instruction will be carried out in accordance with the Terms and Conditions of this service. I/We agree to be bound by the Terms and Conditions of this service. I/We authorise Computershare Investor Services PLC in my/our names and on my/our behalf, to execute a transfer to give effect to the sale of shares.

Signature (1) (Please sign below)

Signature (2) (Please sign below)

Signature (3) (Please sign below)

Signature (4) (Please sign below)

Date

When completed, please return this form to Computershare Investor Services PLC, Guinness Peat Group plc, Special Share Dealing Service, PO Box 1169, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

Computershare Investor Services PLC is authorised and regulated by the Financial Services Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS. Computershare Investor Services PLC is on the Financial Services Authority Register with registration number 188534. Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services. To help maintain the quality of our shareholder service, Computershare Investor Services PLC may record telephone calls to ensure accuracy.



## Guinness Peat Group plc Special Share Dealing Service Terms and Conditions

Computershare Investor Services PLC will provide this Share Dealing Service (the 'Service') to you if you hold 1,000 ordinary shares or fewer in Guinness Peat Group plc and are an individual aged 18 years or over and resident in the United Kingdom. This Service is not available if you hold your shares in electronic form in CREST. If you are resident in, or a citizen of, a jurisdiction outside the United Kingdom and you wish to use the Service, it is your responsibility to inform yourself about and observe any applicable legal requirements. Where this has been received in a country where the provision of such a Service would be contrary to local laws or regulations, this should be treated as being for information only. The price of shares may fluctuate while your instruction is in the post and in the period after we receive it but before it is executed.

Companies wishing to use this Service must execute the share dealing instruction form as if it were a deed. This Service is offered on an execution only basis. You should ensure it meets your own requirements. Neither the Service or these terms and conditions are a recommendation to sell, donate or hold shares in Guinness Peat Group plc. If you are unsure of what action to take you should obtain independent financial advice. Please note that the value of shares and the income from them may go down as well as up, which may result in you receiving less than you originally invested. In so far as this letter constitutes a financial promotion for the Share Dealing Service provided by Computershare Investor Services PLC it has been approved by Computershare Investor Services PLC for the purpose of Section 21 (2) (b) of the Financial Services and Markets Act 2000 only.

### Definitions

'Broker' means the Broker or Market Maker which we use from time to time in order to execute client instructions; 'business day' means any day (excluding Saturday) on which banks in the United Kingdom are generally open for non-automated business;

'commission free' means no commission to be payable by you;

'dealing day' means any Wednesday that the London Stock Exchange is open for business, or when the London Stock Exchange is not open for business, the following dealing day; 'FSA' means the Financial Services Authority; 'FSCS' means the Financial Services Compensation Scheme. 'Market Maker' means the entity able and willing to enter into transactions of sale and purchase in investments at prices determined by them generally and continuously, rather than in respect of each particular transaction;

'Retail Client' means someone who is not a financial services professional. Retail Clients are offered the full protection of the FSA rules;

'share dealing instruction form' means the form which you must complete in order to instruct us to sell your shares;

'shares' means ordinary shares of 5p each in Guinness Peat Group plc

'us/we' means Computershare Investor Services PLC a company registered in England and Wales whose registered details appear below.

'you' means the person using this Service.

### Selling your shares

You can instruct us to sell your shares by filling in the appropriate box on the share dealing instruction form enclosed and by sending it to us in the prepaid envelope provided together with your share certificate(s) or if you have lost your share certificate(s), an indemnity for such lost certificate(s) on the form enclosed and any supporting documentation (e.g. any power of attorney, or marriage certificate). If your lost certificate(s) represent 129 shares or more an indemnity fee of £17.50 will be deducted from your sale proceeds together with the commission charges. When you give us an instruction to sell your shares you represent to us that no other person has any rights, interests or charges in or over your shares. A statement regarding whether the instruction can be cancelled or not, and if it can be cancelled how to do this and when they can cancel the instruction.

### How and when we will sell your shares

We will instruct the sale of your shares for you on the next dealing day after we receive and accept your instruction. We will sell shares each dealing day from the 23 September 2009 to 28 October 2009. The Broker we use is required to obtain the best price available at the time the sale/purchase is made. Accordingly, we may delay the execution of all or part of the order until the next Business Day if we believe, acting reasonably, that it is in your best interest to do so we may either use a broker or place the order directly with the market ourselves. You are not able to specify the price or a minimum price at which shares are to be sold for you. If applicable, the broker will send us the sale proceeds net of any tax and commission payable on the transaction upon settlement of the sale. This will normally be on settlement day which will normally be two business days following the date of the trade. We will not make any payment to you until we have received the settlement money.

We will deduct any applicable charges from the sale proceeds and send you the balance. If you receive a benefit (e.g. a dividend) which relates to shares you have sold, you may have to account for this benefit to the new owner of the shares. We will contact you if we are aware that this is necessary. If we are aware of a claim at the time when we receive the money we may deduct any relevant amount from the proceeds of sale. Upon receipt of the sale proceeds from the broker, we will make payment by cheque, to the registered holder of the shares (or the first named holder in the case of joint

holders). We will not accept any instructions to make cheques payable to anyone other than the person(s) whose name appears on the share dealing instruction form. Guinness Peat Group plc may buy back shares that have been sold using this service.

### General provisions relating to selling shares

The decision to sell or donate shares will be your sole responsibility. Both we and/or the broker are required to obtain the best price reasonably available at the time the sale is made. Accordingly we may delay the execution of all or part of the order until the next business day, if we feel that it is in your best interest to do so. We reserve the right not to accept instructions which are not given on our standard share dealing instruction form, or which have not been properly completed. Any forms which we reject will be returned to you. We do not accept instructions which are given by fax, Email, telephone or on photocopied forms.

We may choose not to act on any particular sale instruction. We will notify you in writing as soon as we decide not to accept a particular instruction. You may not cancel or amend any instructions to sell or donate shares once such instructions have been posted. Share dealing instruction forms which are received on a day which is not a business day will be treated as having arrived on the next business day.

When receiving and transmitting your instruction to a Broker for execution we take reasonable steps to select a Broker who will determine the best possible result in terms of total consideration. The Broker is required prior to executing the instruction, to consider factors such as the prevailing stock price and costs but may also consider further factors such as the likelihood of execution, size of instruction, nature of stock, speed of settlement and execution venue. The Broker will normally select execution venues that are regulated markets or multilateral trading facilities; these are markets authorised to operate in accordance with non-discretionary rules as required by the Markets in Financial Instruments Directive. In order to obtain the best possible result the Broker may decide at its discretion to execute your instruction outside one of these markets; this could happen if the Broker deals as principal, executes the client instruction with a Market Maker or matches the client instruction against another client instruction received. By using this Service you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a regulated market or a multilateral trading facility.

We have implemented a policy that identifies the factors involved with the execution of client instructions by the Broker receiving these instructions from us. A full copy of the policy is available upon a written request made to Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL. We and our agents (including any Broker) may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using this service. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations. Full details are available upon a written request to Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL.

If you are sending an instruction under a power of attorney you should indicate this fact and enclose the original power of attorney or a copy certified by a solicitor or notary public, which will be inspected and returned to you.

If you wish to sell or donate shares in joint names then everyone who is or wishes to be a joint holder must sign the relevant form.

We may aggregate your order with orders we receive from other clients using this Service. The broker may also aggregate the order we provide to him with orders from his other clients. This may result in a more or less favourable price than if your order had been executed separately.

If the broker executes a number of orders for us on a particular day then he/we may average the price obtained for all the orders if different orders were dealt at different prices.

You will be sent an advice note within one Business Day of the receipt of confirmation from the Broker of the sale/purchase of your Shares. The advice note will detail the number of Shares traded on your behalf and all applicable costs, commission and taxes charged for performing the transaction.

### ShareGift

You may also donate your shares to ShareGift (reg charity no. 1052686). Please see the enclosed share dealing instruction form for further details. Donated shares will be sold on behalf of ShareGift at the close of the Service. Your donation to ShareGift will then be completed in one month. You will be sent an advice note confirming your donation.

### Liability

We will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses (including loss of shares) suffered or incurred by you as a direct result of our negligence, wilful default or fraud.

We do not accept liability for any indirect or consequential loss suffered by you or for any loss which does not arise as a result of our negligence, wilful default or fraud.

We will take reasonable care in the selection and continued use of the broker but we do not accept any responsibility for any losses or expenses suffered or incurred by you as a result

of any acts or omissions by the broker.

Nothing in these terms and conditions restricts any rights you may have under the rules of the FSA or under the Financial Services and Markets Act 2000.

### Contacting each other

All notices and other communications which you send us should be addressed to Guinness Peat Group plc, Special Share Dealing Service, Computershare Investor Services PLC, PO Box 1169, Bristol, BS99 2FA. We will send all documents and cheques to the address which appears for you on the register.

Any documents or cheques sent to you and any documents sent by you to Computershare Investor Services PLC will be sent at your risk and we accept no liability prior to receipt of any document or, where relevant, after despatch of any document or cheque to you.

### General

We reserve the right to delay taking action on any particular instructions from you if we consider that we need to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations), or to investigate any concerns we may have about the validity of or any other matter relating to the instruction. We will not do, or refrain from doing, anything which would, or might in our judgement, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

All client money we hold on your behalf as a consequence of administering this Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or the bank became insolvent your money would be protected in accordance with the prevailing terms of the FSCS. We will not pay interest on monies held in this account. Cash fractions arising in respect of money due to you are rounded down and any tax or commission which may be payable on aggregated sales is charged at the prevailing rate against each individual sale instruction rounded up to the nearest penny, and in each case we keep the difference for our own benefit. We may change these terms and conditions from time to time upon giving you at least 30 days notice in advance of any such change taking effect. No change will affect any completed sale or any instruction received but not completed by the date of the change. We may choose to withdraw this Service for legislative requirements without giving you any notice that the Service is no longer available. These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales. For the purpose of offering this service, you will be categorised as a Retail Client. In the provision of this service we are not required to assess the suitability of the investment or the service offered. You will not benefit from the protection of the FSA rules on assessing suitability. The parties to this agreement are you and us (the 'parties'). The parties do not intend that any of its terms will be enforceable by virtue of the contracts (Rights of Third Parties Act 1999) by any person who is not a party to it.

### Data Protection Notice

Any personal data that we obtain from you in providing this Service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

- To any person if that person has legal or regulatory powers over us;
- To the broker or any other person or body in order to facilitate the provision of the Service.

We may use our Group companies or other agents in countries outside the European Economic Area provided that we are satisfied that the same standards of protection of personal data have been applied either

You have a right to request to view the information that we hold on you. We may charge you a small fee for providing you access to this information.

### Complaints

We have a procedure to help us resolve all complaints from our customers effectively. If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol, BS13 8AE. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Details of which are available on request.

Computershare Investor Services PLC is covered by the UK Financial Services Compensation Scheme and you may be entitled to compensation if we cannot meet our obligations. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000 per claim. Further details of this scheme are available on request.

Computershare Investor Services PLC is authorised and regulated by the Financial Services Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS.

Computershare Investor Services PLC is on the Financial Services Authority Register with registration number 188534.

Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE.

The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.