



STRICTLY PRIVATE & CONFIDENTIAL

Mr Allan Leighton
The White House
Priory Drive
Stanmore
Middlesex
HA7 3HL

27 May 2011

Dear Allan

I am writing to set out the terms of the agreement we have reached in relation to your appointment as Non-executive Chairman of Pace plc (the "Company").

1. Agreement

Your appointment as a Non-executive Director will take effect on 31 May 2011 and your subsequent appointment as Chairman will take effect on or before 1 September 2011 (subject to Board approval).

Although no legally binding commitment has been created as to your term of office it is our intention that your appointment should continue for an initial 3-year term and thereafter shall continue subject to review on or about each third anniversary of your first appointment. At each such review your appointment for a further term may be agreed. Naturally, your appointment and any re-appointment to the Board is subject to ratification by shareholders; the provisions of the Company's Articles of Association; the requirements of the Companies Act 2006 and any applicable requirements of the rules and codes of conduct of the UK Listing Authority.

2. Fees

You are entitled to receive by way of directors' fees remuneration at the annual rate of £162,000 paid monthly in arrears taxed under Schedule E and to be reimbursed all travel and other reasonable expenses properly incurred in connection with your duties as a Non-executive Director and Chairman. Your remuneration will be reviewed by the Board generally once in each calendar year.

3. Duties

You will be expected to perform such duties as are reasonably contemplated by your holding office as a Non-executive Director and Chairman of the Company and which may be assigned to you by the Board from time to time.

The Board generally meets at least 9 times per year and the meetings are normally held in or around Saltaire or at other Pace offices outside the UK. Further Board meetings to be held in person or by video conference or telephone may also have to be called at shorter



ISO 9001:2008 - FYI 33904
ISO 14001:2004 - EMS 60254
ISO 27001:2005 - IS 68262

notice to discuss particular issues. The Annual General meeting is held in or about April in each year.

In addition to attending Board meetings you are also a member of the Remuneration Committee and the Nominations Committee. The Remuneration Committee generally meets 3 times a year; the Nominations Committee meets as and when required. These meetings are normally held in conjunction with Board meetings.

By accepting this appointment you have confirmed that you are able to allocate sufficient time to meet the expectations of your role and Company commitments of 3-4 days per month on average.

4. Termination

Your appointment (and right to receive directors' fees or other compensation) will terminate automatically in any of the circumstances set out in the Company's Articles of Association or in the event that you fail to be elected by shareholders of the Company in a general meeting.

The Company will have the right to summarily terminate your appointment and your right to directors' fees, without any compensation should you materially or persistently breach the terms of your appointment; have a bankruptcy order made against you or compound with or enter into any voluntary arrangements with your creditors; be disqualified from holding office as a director; or fail to be reappointed as a director for whatever reason.

Without prejudice to the foregoing, in the event that the Company elects to terminate your appointment for any reason other than as referred to above it shall give you not less than 3 months' notice in writing of such termination.

Notwithstanding the preceding paragraph, the Company may, at its sole and absolute discretion, terminate your appointment hereunder forthwith at any time by serving notice on you and undertaking to pay to you within 4 days a sum equal to 3 months of directors' fees.

5. Other Commitments

You have agreed that you will not accept further directorships of publicly quoted companies or any other position which might lead to a conflict of interest between you and the Company without the Board's prior agreement which will not be unreasonably withheld.

In accordance with the principles set out in the Combined Code you must inform the Board of any circumstances which exist or arise which might be thought to jeopardise your independence from the management of the Company or which might interfere with the exercise of your independent judgement.

6. Company Property

All records relating to the business of the Company whether held in paper, computerised or other form and any copies of the same shall be and remain the property of the Company.

On the termination of your appointment for whatever reason and otherwise on demand you shall return all such records together with any other property of the Company in your possession or under your control.

7. Resignation

At the request of the Company you will resign forthwith from your office as a Director of the Company and from all offices held by you in any subsidiary of the Company and from all other appointments or offices which you hold as nominee or representative for the Company or any subsidiary of the Company.

8. Confidentiality

We know that you are of course well aware of the need to protect the Company's confidential information and trade secrets and that we can rely on you to maintain such confidentiality (both during and after termination of your appointment) except as required in the proper performance of your duties or where disclosure is made in accordance with a legal obligation or is protected by any statutory provision.

9. Holding Out

You will not at any time after the termination of this appointment wrongfully represent yourself as being employed or appointed by or being connected or interested in any way with the Company or any subsidiary of the Company or their respective businesses.

10. Code of Conduct

You will be obliged at all times to comply both with the technical requirements and with the spirit of the UK Listing Authority's Model Code on transactions in securities by directors and relevant employees and the share dealing and other rules adopted from time to time by the Company. The Code is separate from the insider dealing provisions contained in Part V of the Criminal Justice Act 1993 and you may not at any time enter into any transaction or commit any other act which contravenes that Act or the requirements of the Financial Services and Markets Act 2000, the City Code on Takeovers and Mergers or the Code of Market Conduct issued by the FSA.

11. Legal Advice

Subject to any procedures or rules laid down from time to time by the Board you may, at the Company's expense, take legal advice on matters affecting your duties as a Non-executive Director of the Company from the Company's advisers. In such circumstances I would be grateful if you would discuss the issue of legal advice with the General Counsel, in advance, if this were to be appropriate. However, exceptionally there may be circumstances in which it proves necessary for an overriding reason of confidentiality or conflict of interest for you to seek advice about the performance of your duties from advisers independent of those of the Company. In such a case the Company will reimburse your reasonable expenses subject to your first obtaining the agreement of the CEO or one of your non-executive colleagues prior to such independent advice being sought.

12. Insurance

The Company has in place directors' and officers' liability insurance. The Company will use its reasonable endeavours to ensure that to the extent that the Board decides and is able to effect such insurance it is effected for the benefit of all directors including yourself, so far as possible on the same terms and conditions and is maintained throughout your appointment at a level and on terms to be determined by the Board in its absolute discretion.

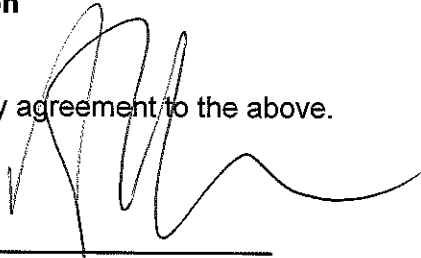
Please do not hesitate to contact me or the Company Secretary if you have any questions.

Yours sincerely



Neil Gaydon
CEO

I confirm my agreement to the above.



Allan Leighton

Date: 27/05/11