

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

PART TWO (EXPLANATORY STATEMENT) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT 2006 AND DETAILS OF A PROPOSED COMBINATION WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE LISTING ON THE OFFICIAL LIST AND OF ADMISSION TO TRADING OF DOWLAIS SHARES ON THE LONDON STOCK EXCHANGE'S MAIN MARKET FOR LISTED SECURITIES.

If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

If you have sold or otherwise transferred all of your Dowlais Shares, please send this Document together with the accompanying documents at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws of such jurisdiction. If you have sold or otherwise transferred only part of your holding of Dowlais Shares, you should retain these documents and consult the bank, stockbroker or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this Document in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Document comes should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, Dowlais and AAM disclaim any responsibility or liability for the violation of such restrictions by such persons.

Recommended Cash and Share Combination

of

Dowlais Group plc

and

American Axle & Manufacturing Holdings, Inc.

by means of a scheme of arrangement of Dowlais Group plc

under Part 26 of the Companies Act 2006

This Document, including all information incorporated into this Document by reference, together with the accompanying Forms of Proxy and Form of Election and Tax Certification Form should be read as a whole.

Your attention is drawn to the letter from the Chair of Dowlais in Part One (*Letter from the Chair of Dowlais*) of this Document, which contains the unanimous recommendation of the Dowlais Directors that you vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting. A letter from Barclays and Rothschild & Co explaining the Scheme appears in Part Two (Explanatory statement) of this Document.

Notices of the Court Meeting and the General Meeting of Dowlais, each of which will be held at the offices of Slaughter and May, One Bunhill Row, London, EC1Y 8YY on 22 July 2025, are set out in Part Eleven (*Notice of Court Meeting*) and Part Twelve (*Notice of General Meeting*) of this Document. The Court Meeting will start at 11.00 a.m. on that date and the General Meeting at 11.15 a.m. or as soon thereafter as the Court Meeting is concluded or adjourned.

Actions to be taken by Dowlais Shareholders are set out on pages 14 to 19. Dowlais Shareholders are asked to complete and return the enclosed BLUE and YELLOW Forms of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Dowlais' Registrar, Equiniti, not later than 48 hours before the relevant Meeting (excluding any part of such

48 hour period falling on a weekend or a public holiday in the UK). Dowlais Shareholders who hold Dowlais Shares in CREST may also appoint a proxy using CREST by following the instructions set out on pages 16 and 73 of this Document. If the BLUE Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be handed to the Chair of the Court Meeting or Equiniti at the Court Meeting (or scanned and emailed to Equiniti at the following proxyvotes@equiniti.com). However, in the case of the General Meeting, if the YELLOW Form of Proxy is not lodged by the relevant time, it will be invalid. The action to be taken by Dowlais Shareholders is further described on pages 71 to 75 of this Document.

Dowlais Shareholders' attention is drawn, in particular, to the Tax Certification Form and the action to be taken in respect thereof. Further information on sections 302 and 304 of the U.S. Internal Revenue Code of 1986, as amended (the "IRC") and its potential application to Dowlais Shareholders is set out in paragraph 17 of Part Two (*Explanatory Statement*) of this Document. Dowlais Shareholders who are unsure as to how U.S. tax considerations may impact them should consult an appropriately qualified independent professional adviser immediately.

If you have any questions about this Document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete the Forms of Proxy, Form of Election or Tax Certification Form please call Equiniti between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding English and Welsh public holidays) on +44 (0) 333 207 6394. For deaf and speech impaired shareholders, Equiniti welcome calls via Relay UK. Please see www.relayuk.bt.com for more information. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that calls to Equiniti may be monitored or recorded and no advice on the Combination or its merits, nor any legal, taxation or financial advice, can be given.

Barclays, which is authorised by the Prudential Regulation Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority, is acting exclusively for Dowlais and no one else in connection with the Combination and will not be responsible to anyone other than Dowlais for providing the protections afforded to clients of Barclays nor for providing advice in relation to the Combination or any other matter referred to in this Document.

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Dowlais securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

Rothschild & Co, which is authorised and regulated in the UK by the Financial Conduct Authority, is acting exclusively as financial adviser to Dowlais and for no-one else in connection with the Combination and shall not be responsible to anyone other than Dowlais for providing the protections afforded to clients of Rothschild & Co, nor for providing advice in connection with the Combination or any matter referred to herein. Neither Rothschild & Co nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with this Document, any statement contained herein, the Combination or otherwise. No representation or warranty, express or implied, is made by Rothschild & Co as to the contents of this Document.

Investec, which is authorised in the United Kingdom by the Prudential Regulation Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority, is acting exclusively for Dowlais and no one else in connection with the subject matter of this Document and will not regard any other person as its client in relation to the subject matter of this Document and will not be responsible to anyone other than Dowlais for providing the protections afforded to the clients of Investec, or for providing advice in connection with the subject matter of this Document or any other matters referred to herein. Neither Investec nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Investec in connection with the subject matter of this Document, any statement contained herein or otherwise, and

no representation, express or implied, is made by Investec or any of its subsidiaries, branches or affiliates, or purported to be made on behalf of Investec or any of its subsidiaries, branches or affiliates, in relation to the contents of this Document, including with regard to the accuracy or completeness of the Document or the verification of any other statements made or purported to be made by or on behalf of Investec or any of its subsidiaries, branches or affiliates in connection with the matters described in this Document.

J.P. Morgan Securities LLC, together with its affiliate J.P. Morgan Securities plc (which conducts its UK investment banking business as J.P. Morgan Cazenove and which is authorised in the United Kingdom by the Prudential Regulation Authority and regulated in the United Kingdom by the Prudential Regulation Authority and the Financial Conduct Authority) is acting as financial adviser exclusively for AAM and no one else in connection with the Combination and will not regard any other person as its client in relation to the Combination and will not be responsible to anyone other than AAM for providing the protections afforded to clients of J.P. Morgan or its affiliates, nor for providing advice in relation to the Combination or any other matter or arrangement referred to herein.

IMPORTANT NOTICE

This Document and any accompanying documents have been prepared for the purposes of complying with English law, the Code and the UK Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England and Wales.

Subject to completion of the Combination, AAM intends to apply for all of the AAM Shares (including the New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List and to trading on the London Stock Exchange's Main Market for listed securities. On the basis of current expectations as to the timing of regulatory approvals and Court availability, it is expected that Admission will become effective and unconditional dealings in the AAM Shares on the London Stock Exchange will commence on or around the Effective Date.

The statements contained in this Document are made as at the date of this Document, unless some other time is specified in relation to them, and service of this Document shall not give rise to any implication that there has been no change in the facts set forth in this Document since such date. Nothing in this Document shall be deemed to be a forecast, projection or estimate of the future financial performance of Dowlais, the Dowlais Group, AAM, or the AAM Group except where otherwise stated.

This Document does not constitute a prospectus or prospectus-equivalent document or a prospectus-exempted document. In the event of any ambiguity or conflict between this Document and the AAM Proxy Statement in respect of the terms and conditions of the Combination or the Scheme, this Document shall prevail.

Dowlais Shareholders should not construe the contents of this Document as legal, taxation or financial advice, and should consult with their own advisers as to the matters described in this Document.

The release, publication or distribution of this Document in or into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom (including Restricted Jurisdictions) should inform themselves about, and observe, any applicable legal or regulatory requirements. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Combination disclaim any responsibility or liability for the violation of such requirements by any person or any other failures to satisfy any applicable laws, regulations or requirements. Neither this Document, nor any of the accompanying documents do or are intended to constitute or form any part of any offer or invitation to purchase, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer or solicitation is unlawful.

SOLICITATION

This Document may be deemed to be solicitation material in respect of the Combination, including the issuance of the New AAM Shares in respect of the Combination. In connection with the foregoing proposed issuance of the New AAM Shares in respect of the Combination, AAM filed the AAM Proxy

Statement with the SEC on 2 June 2025. To the extent the Combination is effected as a scheme of arrangement under English law, the issuance of the New AAM Shares in connection with the Combination would not be expected to require registration under the U.S. Securities Act, pursuant to an exemption provided by Section 3(a)(10) under the U.S. Securities Act. In the event that AAM exercises its right to elect to implement the Combination by way of an Offer or otherwise determines to conduct the Combination in a manner that is not exempt from the registration requirements of the U.S. Securities Act, AAM expects to file a registration statement with the SEC containing a prospectus with respect to the New AAM Shares. INVESTORS AND SHAREHOLDERS ARE URGED TO READ THE AAM PROXY STATEMENT, THIS DOCUMENT, AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED BY AAM WITH THE SEC OR INCORPORATED BY REFERENCE IN THE AAM PROXY STATEMENT CAREFULLY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PARTIES TO THE COMBINATION, THE COMBINATION AND RELATED MATTERS. Investors and shareholders will be able to obtain free copies of the AAM Proxy Statement, this Document, and other documents filed by AAM with the SEC at the SEC's website at www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the AAM Proxy Statement, this Document, and other documents filed by AAM with the SEC at www.aam.com/investors.

PARTICIPANTS IN THE SOLICITATION

AAM and its directors, executive officers and certain other members of management and employees will be participants in the solicitation of proxies from AAM's Shareholders in respect of the Combination, including the proposed issuance of New AAM Shares in connection with the Combination. Information regarding AAM's directors and executive officers is contained in the Annual Report on Form 10-K for the fiscal year ended 31 December 2024 of AAM, which was filed with the SEC on 14 February 2025 and in the definitive proxy statement on Schedule 14A for the annual meeting of stockholders of AAM, which was filed with the SEC on 20 March 2025, in the Current Report on Form 8-K of AAM, which was filed with the SEC on 17 March 2025 and in the Current Report on Form 8-K of AAM, which was filed with the SEC on 2 May 2025 (SEC Accession No. 0001062231-25-000064). Additional information regarding the identity of participants, and their direct or indirect interests, by security holdings or otherwise, is set forth in the AAM Proxy Statement which was filed with the SEC on 2 June 2025. To the extent holdings of AAM's securities by its directors or executive officers change from the amounts set forth in the AAM Proxy Statement, such changes will be reflected on Initial Statements of Beneficial Ownership on Form 3 or Statements of Change in Ownership on Form 4 filed with the SEC by AAM. These documents may be obtained free of charge from the SEC's website at www.sec.gov and AAM's website at www.aam.com/investors.

OVERSEAS SHAREHOLDERS

This Document has been prepared for the purposes of complying with English law, the Code, the UK Market Abuse Regulation, the DTRs and the UK Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England and Wales.

The availability of the Combination to Dowlais Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. It is the responsibility of any person outside the United Kingdom into whose possession this Document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Combination, including obtaining any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

The release, publication or distribution of this Document in or into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdictions other than the United Kingdom should inform themselves about, and observe, such restrictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities law of such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Combination disclaim any responsibility or liability for the violation of such restrictions by any person. Neither this Document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval in relation to

the Combination or the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful.

Unless otherwise determined by AAM or required by the Code and permitted by applicable law and regulation, the Combination will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Combination by any such use, means, instrumentality or form (including, without limitation, facsimile, email or other electronic transmission, telex or telephone) within any Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Document and all documents relating to the Combination are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Document and all documents relating to the Combination (including custodians, nominees and trustees) must observe these restrictions and must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in those jurisdictions. Doing so may render invalid any purported vote in respect of the Combination.

This Document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such offer or solicitation is unlawful. The Combination will be implemented solely in accordance with this Document (or, in the event that the Combination is to be implemented by means of an Offer, the offer document), which contains the full terms and conditions of the Combination, including details of how to vote in respect of the Scheme. Any voting decision or response in relation to the Combination should be made solely on the basis of the information contained in this Document, the Rule 2.7 Announcement, the Forms of Proxy, the Form of Election and the Tax Certification Form.

Any information given in this Document is general information only and does not constitute financial product advice. This Document does not take into account your personal circumstances, needs or objectives.

The New AAM Shares have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended, the “**FIEA**”). The New AAM Shares will not be offered or sold, directly or indirectly, in Japan or to, or for the account or benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act of Japan (Law No. 228 of 1949, as amended)) (including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the account or benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

This Document is not a New Zealand product disclosure statement and has not been registered, filed with or approved by any New Zealand regulator. The offer of the New AAM Shares in New Zealand is only being made to existing Dowlais Shareholders, and is made in reliance upon the Financial Markets Conduct (Incidental Offers) Exemption Notice 2021. Accordingly, this Document may not contain all the information that a product disclosure statement is required to contain under New Zealand law.

The Guernsey Financial Services Commission (“**GFSC**”) has not reviewed the Document. Neither the GFSC nor the States of Guernsey take any responsibility for the financial soundness of AAM, or for the correctness of any of the statements made or opinions expressed with regard to it.

This Document has not been approved or reviewed by the Isle of Man Financial Services Authority or any other governmental or regulatory authority in the Isle of Man. This Document and the New AAM Shares are being provided in connection with the Scheme in the Isle of Man only (i) by persons licensed to do so under the Isle of Man Financial Services Act 2008; or (ii) in accordance with any relevant exclusion contained within the Regulated Activities Order 2011 (as amended) or exemption contained in the Financial Services (Exemptions) Regulations 2011 (as amended).

This Document is not subject to and has not received approval from either the Jersey Financial Services Commission or the Registrar of Companies in Jersey and no statement to the contrary, explicit or implicit, is authorised to be made in this regard. The New AAM Shares may be offered or sold in Jersey only in compliance with the provisions of the Control of Borrowing (Jersey) Order 1958 (“**COBO**”).

ADDITIONAL INFORMATION FOR U.S. INVESTORS IN DOWLAIS

The Combination relates to an offer for the shares of an English company and is being made by way of a scheme of arrangement provided for under Part 26 of the Companies Act 2006 (the “**Companies Act**”). The Combination, implemented by way of a scheme of arrangement, is not subject to the tender offer rules or the related proxy solicitation rules under the U.S. Exchange Act. In connection with the proposed issuance of New AAM Shares, AAM filed the AAM Proxy Statement with the SEC on 2 June 2025. Accordingly, the Combination and the Scheme will be subject to the disclosure requirements and practices applicable to a scheme of arrangement involving a target company incorporated in the UK and listed on the London Stock Exchange’s Main Market for listed securities, which differ from the disclosure requirements of the U.S. tender offer and the related proxy solicitation rules.

The New AAM Shares to be issued pursuant to the Combination have not been and will not be registered under the U.S. Securities Act, and may not be offered or sold by AAM in the U.S. absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act. The New AAM Shares to be issued pursuant to the Combination will be issued pursuant to an exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act. In the event that AAM exercises its right to implement the Combination by way of an Offer or otherwise in a manner that is not exempt from the registration requirements of the U.S. Securities Act, such Offer will be made in compliance with all applicable U.S. laws and regulations and may require registration. In such event, AAM expects to file a registration statement with the SEC containing a prospectus with respect to the issuance of New AAM Shares. In this event, Dowlais Shareholders are urged to read these documents and any other relevant documents filed with the SEC, as well as any amendments or supplements to all such documents, because they will contain important information, and such documents will be available free of charge at the SEC’s website at www.sec.gov or by directing a written request to AAM (Attention: Investor Relations), or from AAM’s website at www.aam.com/investors/offer-for-dowlais-group-plc.

Neither the SEC, any U.S. state securities commission, nor any other U.S. regulatory authority has approved or disapproved of the New AAM Shares to be issued in connection with the Combination, nor have such authorities determined if this Document is accurate or complete or has passed upon the fairness or merits of the proposal described herein. Any representation to the contrary is a criminal offence in the United States.

This Document contains certain unaudited financial information relating to Dowlais that has been prepared in accordance with UK-endorsed International Financial Reporting Standards (“**IFRS**”) and thus may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with U.S. generally accepted accounting principles. U.S. generally accepted accounting principles differ in certain significant respects from IFRS.

Dowlais is incorporated under the laws of a non-U.S. jurisdiction, some or all of Dowlais’ officers and directors reside outside the U.S., and some or all of Dowlais’ assets are or may be located in jurisdictions outside the U.S. Therefore, Dowlais Shareholders who are U.S. persons (“**U.S. Dowlais Shareholders**”) may have difficulty effecting service of process within the U.S. upon those persons or recovering against Dowlais or its officers or directors on judgments of U.S. courts, including judgments based upon the civil liability provisions of the U.S. federal securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to a U.S. court’s judgment. It may not be possible to sue Dowlais or its officers or directors in a non-U.S. court for violations of the U.S. securities laws.

U.S. Dowlais Shareholders also should be aware that the Combination may have tax consequences for U.S. federal income tax purposes and under applicable U.S. state and local, as well as foreign and other, tax laws, and, that such consequences, if any, are not described herein. U.S. Dowlais Shareholders are urged to consult with legal, tax and financial advisers in connection with making a decision regarding the Combination.

In accordance with normal United Kingdom practice, AAM or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Dowlais outside of the U.S., other than pursuant to the Combination, until the date on which the Combination and/or Scheme becomes effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any such purchases by AAM will not be made at prices higher than the price of the

Combination provided in this Document unless the price of the Combination is increased accordingly. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

The statements contained in this Document are made as at the date of this Document, unless some other time is specified in relation to them, and service of this Document shall not give rise to any implication that there has been no change in the facts set forth in this Document since such date. Nothing in this Document shall be deemed to be a forecast, projection or estimate of the future financial performance of Dowlais, the Dowlais Group, AAM or the AAM Group, except where otherwise stated.

PROFIT FORECASTS AND PROFIT ESTIMATES

The Dowlais Profit Forecasts are profit forecasts for the purposes of Rule 28 of the Code. The Dowlais Profit Forecasts, the assumptions and basis of preparation on which the Dowlais Profit Forecasts are based and the confirmations from the Dowlais Directors as required by Rule 28.1(c) of the Code are set out in Part 1 of Appendix 2 (*Dowlais Profit Forecasts*).

The Dowlais Q1 Profit Estimates are profit estimates for the purposes of Rule 28 of the Code. The Dowlais Q1 Profit Estimates, the assumptions and basis of preparation on which the Dowlais Q1 Profit Estimates are based and the confirmations from the Dowlais Directors as required by Rule 28.1(c) of the Code are set out in Part 2 of Appendix 2 (*Dowlais Q1 Profit Estimates*).

The AAM FY25 Profit Forecast is a profit forecast for the purposes of Rule 28 of the Code. The AAM FY25 Profit Forecast, the assumptions and basis of preparation on which the AAM FY25 Profit Forecast is based and the confirmations from the AAM Directors as required by Rule 28.1(c) of the Code is set out in Part 3 of Appendix 2 (*AAM FY25 Profit Forecast*).

The AAM FY26/27 Profit Forecast is a profit forecast for the purposes of Rule 28 of the Code. The AAM FY26/27 Profit Forecast, the assumptions and basis of preparation on which the AAM FY26/27 Profit Forecast is based and the confirmations from the AAM Directors as required by Rule 28.1(c) of the Code is set out in Part 4 of Appendix 2 (*AAM FY26/27 Profit Forecast*).

Other than the Dowlais Profit Forecasts, the Dowlais Q1 Profit Estimates, the AAM FY25 Profit Forecast and the AAM FY26/27 Profit Forecast, no statement in this Document is intended as a profit forecast or estimate for any period and no statement in this Document should be interpreted to mean that earnings or earning per ordinary share, for Dowlais or AAM, respectively, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per ordinary share for Dowlais or AAM, respectively.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Document contains forward-looking statements, including within the meaning of Section 27A of the U.S. Securities Act and Section 21E of the U.S. Exchange Act. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on assumptions, expectations, valuations, targets, estimates, forecasts and projections of AAM and Dowlais about future events, and are therefore subject to risks and uncertainties which could cause actual results, performance or events to differ materially from those expressed or implied by the forward-looking statements. The forward-looking statements contained in this Document include statements relating to the expected effects of the Combination on the AAM Group, the Dowlais Group and the Combined Group, such as the statements about the expected profitable growth, value-enhancing investments, sustainable capital returns and other characteristics of the Combined Group, the expected timing and scope of the Combination and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as “plans”, “expects”, “budgets”, “targets”, “aims”, “scheduled”, “estimates”, “forecast”, “intends”, “anticipates”, “seeks”, “prospects”, “potential”, “possible”, “assume” or “believes”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. AAM and Dowlais give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risks (known and unknown) and uncertainties (and other factors that are in many cases beyond the control of AAM and/or Dowlais) because they relate to events and depend on circumstances that may or may not occur in the future.

There are a number of factors that could affect the future operations of the AAM Group, the Dowlais Group and/or the Combined Group and that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include the satisfaction (or, where permitted, waiver) of the Conditions, as well as additional factors, such as: domestic and global business and economic conditions, the impact of pandemics, asset prices, market related risks such as fluctuations in interest rates and exchange rates, industry trends, competition, changes in government and regulation, changes in the policies and actions of governments and/or regulatory authorities (including changes related to capital and tax), changes in political and economic stability (including exposures to terrorist activities, the UK's exit from the European Union, Eurozone instability, disruption in business operations due to reorganisation activities, interest rate, inflation, deflation and currency fluctuations), the timing impact and other uncertainties of future or planned acquisitions or disposals or offers, the inability of the Combined Group to realise successfully any anticipated synergy benefits when the Combination is implemented (including changes to the board and/or employee composition of the Combined Group), the inability of the AAM Group to integrate successfully the Dowlais Group's operations and programmes when the Combination is implemented, the Combined Group incurring and/or experiencing unanticipated costs and/or delays (including IT system failures, cyber-crime, fraud and pension scheme liabilities), or difficulties relating to the Combination when the Combination is implemented. Other unknown or unpredictable factors could affect future operations and/or cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors. It is not possible to foresee or identify all such factors. Such factors related to AAM include factors detailed in the reports AAM files with the SEC, including those described under "Risk Factors" in the AAM Proxy Statement, AAM's most recent Annual Report on Form 10-K and AAM's Quarterly Report on Form 10-Q.

Each forward-looking statement speaks only as of the date of this Document. Neither the AAM Group nor the Dowlais Group, nor any of their respective associates or directors, officers or advisers, provides any representation, warranty, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Document will actually occur. Forward-looking statements involve inherent risks and uncertainties. All forward-looking statements contained in this Document are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Readers are cautioned not to place undue reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations (including, without limitation, under the Code, the UK Market Abuse Regulation, the DTRs and applicable U.S. securities laws), neither the AAM Group nor the Dowlais Group is under or undertakes any obligation, and each of the foregoing expressly disclaims any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

DEALING DISCLOSURE REQUIREMENTS

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the tenth business day (as defined in the Code) following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the tenth business day (as defined in the Code) following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each

of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day (as defined in the Code) following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

ELECTRONIC COMMUNICATIONS

Please be aware that addresses, electronic addresses and certain other information provided by Dowlais Shareholders, persons with information rights and other relevant persons for the receipt of communications from Dowlais may be provided to AAM, members of the AAM Group and/or their respective advisers during the Offer Period as required under Section 4 of Appendix 4 of the Code.

PUBLICATION AND AVAILABILITY OF THIS DOCUMENT

A copy of this Document will be made available on the Dowlais website at www.dowlais.com/AAMcombination by no later than 12.00 p.m. (London time) on the Business Day following the date of publication of this Document (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions). For the avoidance of doubt, save as expressly referred to in this Document, the contents of those websites are not incorporated into and do not form part of this Document.

Dowlais Shareholders and persons with information rights may, subject to applicable securities laws, request a hard copy of this Document (and any information incorporated into this Document by reference to another source), free of charge, by contacting Dowlais' Registrar, Equiniti, by: (i) submitting a request in writing to Equiniti at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom; or (ii) contacting Equiniti, between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding English and Welsh public holidays) on +44 (0) 333 207 6394. For deaf and speech impaired shareholders, Equiniti welcome calls via Relay UK. Please see www.relayuk.bt.com for more information. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that calls to Equiniti may be monitored or recorded and no advice on the Combination or its merits, nor any legal, taxation or financial advice, can be given. A person so entitled may, subject to applicable securities laws, also request that all future documents, announcements and information to be sent in relation to the Combination should be in hard copy form.

ROUNDING

Certain figures included in this Document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.

QUANTIFIED FINANCIAL BENEFITS STATEMENT

Appendix 1 (*Quantified Financial Benefits Statement*) of this Document sets out the Quantified Financial Benefits Statement and contains details of, and bases of calculation of, the anticipated financial benefits of the Combination. On 29 January 2025, Deloitte, as reporting accountant to AAM, and J.P. Morgan Cazenove, as financial adviser to AAM, provided the reports relating to the Quantified Financial Benefits

Statement under Rule 28.1(a) of the Code. Copies of their reports were included in the Appendix to the Rule 2.7 Announcement. Each of Deloitte and J.P. Morgan Cazenove has confirmed to AAM that, for the purposes of Rule 27.2(d)(ii), their respective reports produced in connection with the Quantified Financial Benefits Statement continue to apply.

For the purposes of Rule 28 of the Code, the statements of estimated cost savings and synergies contained in this Document are solely the responsibility of AAM and the AAM Directors. Any statement of intention, belief or expectation for the Combined Group following the Effective Date is also an intention, belief or expectation of the AAM Directors and not of the Dowlais Directors.

The statements in the Quantified Financial Benefits Statement relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. No statement in the Quantified Financial Benefits Statement should be construed as a profit forecast or interpreted to mean that the Combined Group's earnings in the first full year following the Effective Date, or in any subsequent period, would necessarily match or be greater than or be less than those of AAM and/or Dowlais for the relevant preceding financial period or any other period.

This Document is dated 19 June 2025.

FORM OF ELECTION TO MAKE A MIX AND MATCH ELECTION

Under the terms of the Scheme and the Combination, it is intended that all Scheme Shareholders (other than Restricted Shareholders) will receive the Standard Consideration in respect of each Scheme Share they hold, unless they actively elect to vary the proportions of New AAM Shares or cash they wish to receive in respect of their holdings of Scheme Shares (satisfaction of such elections being subject to the elections by other Scheme Shareholders) by completing and returning the Form of Election or making an Electronic Election. The Mix and Match Facility has not been extended to Election Restricted Shareholders and no Form of Election will be sent to them.

If you hold Scheme Shares in certificated form (that is, not in CREST) and you wish to make a Mix and Match Election, please complete and return the enclosed Form of Election so as to reach Equiniti at Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, by the Election Return Time using the pre-paid envelope provided for use only in the UK. Instructions on how to complete the Form of Election are printed thereon.

If you hold Scheme Shares in uncertificated form (that is, in CREST) and you wish to make a Mix and Match Election, you may submit your election electronically by taking (or procuring to be taken) the actions set out in Part Six (*Notes for Making Elections Under the Mix and Match*) of this Document to transfer the Scheme Shares in respect of which you wish to make a Mix and Match Election to an escrow balance, using an Electronic Election specifying Equiniti (in its capacity as a CREST participant under the ID 5RA39) as the escrow agent by the Election Return Time. If you wish to make a Mix and Match Election by completing a Form of Election you must rematerialise your Dowlais Shares by withdrawing the Dowlais Shares from CREST and you may request a Form of Election by contacting the Shareholder Helpline on the telephone number set out below.

If you hold Scheme Shares in both certificated and uncertificated form and/or if you hold Scheme Shares in two or more designated accounts and you wish to make a Mix and Match Election in respect of all such holdings, you must make a separate election in respect of each holding.

Election Restricted Shareholders

The Mix and Match Facility has not been extended to Election Restricted Shareholders and no Form of Election will be sent to them. Further details are set out in paragraph 7 of Part Two (*Explanatory Statement*) and in Part Six (*Notes for Making Elections Under the Mix and Match*) of this Document.

TAX CERTIFICATION FORM

For certain Dowlais Shareholders, section 304 of the IRC may apply to the Combination, such that the cash consideration received pursuant to the Combination may be subject to U.S. federal income tax as a deemed dividend ("**U.S. Deemed Dividend Tax**"). A Dowlais Shareholder should only be subject to U.S. Deemed Dividend Tax if the Dowlais Shareholder: (i) receives cash under the terms of the Combination; (ii) owns AAM Shares immediately after the Combination (including AAM Shares issued in the Combination) which when expressed as a percentage of all AAM Shares in issue immediately after the Combination, is equivalent to or greater than their ownership of Dowlais Shares immediately before the Combination when expressed as a percentage of all Dowlais Shares in issue immediately before the Combination; and (iii) their indirect ownership in Dowlais is not therefore meaningfully reduced as a result of the Combination, taking into account certain constructive ownership rules and the New AAM Shares received as consideration.

U.S. Dowlais Shareholders

For U.S. Dowlais Shareholders, dividends are generally taxable as ordinary income, subject to any reduced tax rates or deductions provided under the IRC. U.S. Dowlais Shareholders who: (i) hold their Dowlais Shares as a capital asset; and (ii) do not recognise dividend income in the Combination under the U.S. Deemed Dividend Tax, will generally recognise a capital gain or loss equal to the difference between the amount of cash received and such U.S. Dowlais Shareholder's tax basis in the portion of its Dowlais Shares that is exchanged for such cash.

U.S. Dowlais Shareholders should use the online process as set out in paragraph 17 of Part Two (*Explanatory Statement*) and as detailed on the Tax Certification Form (the "Online Tax Process") to certify that they are a U.S. Person and should also provide a duly completed

IRS Form W-9 (or successor form) to Equiniti. All U.S. Dowlais Shareholders are encouraged to read this information carefully. U.S. Dowlais Shareholders who are unsure as to how U.S. tax considerations may impact them should consult an appropriately qualified independent professional adviser immediately. In general such IRS Form W-9 (or successor form) certifies that the U.S. Person is not subject to withholding tax and will pay any taxes associated with the Combination on their U.S. federal income tax return.

Non-U.S. Dowlais Shareholders

If payable, for Non-U.S. Dowlais Shareholders, U.S. Deemed Dividend Tax will be collected via a withholding tax at a 30 per cent. rate (or such lower rate as may be specified by an applicable income tax treaty) from the cash consideration received pursuant to the Combination.

Details of the certification required by each Non-U.S. Dowlais Shareholder to determine whether U.S. Deemed Dividend Tax applies are set out in paragraph 17 of Part Two (*Explanatory Statement*) of this Document. All Non-U.S. Dowlais Shareholders are encouraged to read this information carefully. Non-U.S. Dowlais Shareholders who are unsure as to how U.S. tax considerations may impact them should consult an appropriately qualified independent professional adviser immediately.

In general, to establish whether such withholding is required:

- (i) Non-U.S. Dowlais Shareholders holding their Dowlais Shares in certificated form (that is, not in CREST) should complete the Tax Certification Form (or, if applicable, complete the Online Tax Process as detailed on the Tax Certification Form), certifying whether the Non-U.S. Dowlais Shareholder meets the requirements for the Combination not to be treated in accordance with the U.S. Deemed Dividend Tax;
- (ii) Non-U.S. Dowlais Shareholders holding their Dowlais Shares in uncertificated form (that is, in CREST) who are not Qualified Intermediaries should complete the Tax Certification Form (or, if applicable, complete the Online Tax Process as detailed on the Tax Certification Form), certifying whether the Non-U.S. Dowlais Shareholder meets the requirements for the Combination not to be treated in accordance with the U.S. Deemed Dividend Tax; or
- (iii) Non-U.S. Dowlais Shareholders holding their Dowlais Shares in uncertificated form (that is, in CREST) who are categorised as a Qualified Intermediary should (a) provide a duly completed IRS Form W-8IMY to Equiniti, and (b) provide its holders with a section 302 certification under the certification process outlined at paragraph 17 of Part Two (*Explanatory Statement*) of this Document. A Qualified Intermediary cannot assume primary withholding responsibility but instead should provide a “withholding statement” in accordance with its Qualified Intermediary Agreement that details the appropriate rates of withholding for amounts paid to the Qualified Intermediary.

Failure by a Non-U.S. Dowlais Shareholder to complete and return the Tax Certification Form, or, where relevant, to undertake the steps required of a Qualified Intermediary, may result in withholding tax at a rate of up to 30 per cent. on the full amount of cash payable to such Non-U.S. Dowlais Shareholder (including any cash that is the result of a Cash Election under the terms of the Mix and Match Facility) under the terms of the Combination.

A Dowlais Shareholder who intends to make a Mix and Match Election to receive more New AAM Shares should wait to receive the subsequent Tax Certification Form which will be sent to relevant Dowlais Shareholders shortly after the Effective Date, as such Dowlais Shareholder will need to know the number of shares received in the Combination in order to carry out the calculation in the Tax Certification Form.

Further information is provided within the Tax Certification Form and in paragraph 17 of Part Two (*Explanatory Statement*) of this Document. All Dowlais Shareholders are encouraged to read this information carefully. Dowlais Shareholders who are unsure as to how U.S. tax considerations may impact them should consult an appropriately qualified independent professional adviser immediately.

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ACTION TO BE TAKEN

These pages should be read in conjunction with the rest of this Document, the accompanying Forms of Proxy, the Form of Election, the Tax Certification Form, the AAM Proxy Statement and any documents incorporated by reference.

1. DOCUMENTS

Please check that you have received the following:

- (i) a BLUE Form of Proxy for use in respect of the Court Meeting to be held on 22 July 2025;
- (ii) a YELLOW Form of Proxy for use in respect of the General Meeting to be held on 22 July 2025;
- (iii) a Form of Election for use in respect of Mix and Match Elections made in respect of Scheme Shares held in certificated form (that is, not in CREST);
- (iv) a Tax Certification Form;
- (v) a guide to completing the Tax Certification Form; and
- (vi) two pre-paid envelopes for the return of the Form of Election and the Tax Certification Form.

If you have not received all of these documents, please contact Dowlais' Registrar, Equiniti, on the Shareholder Helpline referred to below.

2. VOTING AT THE COURT MEETING AND THE GENERAL MEETING

IT IS IMPORTANT THAT, FOR THE COURT MEETING IN PARTICULAR, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY AS SOON AS POSSIBLE.

The Scheme will require approval at a meeting of Scheme Shareholders convened with the permission of the Court to be held at offices of Slaughter and May, One Bunhill Row, London, EC1Y 8YY at 11.00 a.m. on 22 July 2025. Implementation of the Scheme will also require approval of the Special Resolution relating to the Combination to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting at 11.15 a.m. on 22 July 2025 (or as soon thereafter as the Court Meeting concludes or is adjourned). Notices of the Court Meeting and General Meeting are set out at Part Eleven (*Notice of Court Meeting*) and Part Twelve (*Notice of General Meeting*) respectively of this Document.

The Forms of Proxy must be received by Dowlais' Registrar, Equiniti, by no later than the following times and dates:

- (i) BLUE Forms of Proxy for the Court Meeting by 11.00 a.m. (London time) on 18 July 2025;
- (ii) YELLOW Forms of Proxy for the General Meeting by 11.15 a.m. (London time) on 18 July 2025; and
- (iii) if in either case the Meeting is adjourned, so that the relevant Form of Proxy is received not later than 48 hours (excluding any part of such 48 hour period falling on a weekend or a public holiday in the UK) before the time fixed for the adjourned Meeting.

Alternatively, BLUE Forms of Proxy (but not YELLOW Forms of Proxy) may be handed to Dowlais' Registrar, Equiniti, (or scanned and emailed to Equiniti at the following proxyvotes@equiniti.com) or to the Chair of the Court Meeting at any time before the commencement of the Court Meeting and will still be valid. In the case of the General Meeting, unless the YELLOW Form of Proxy is returned by the time and date mentioned above, it will be invalid.

The completion and return of the Forms of Proxy will not prevent you from attending and voting at the Court Meeting or the General Meeting, if you are entitled to and wish to do so.

Please see below for further details in respect of proxy appointment, multiple proxy voting instructions, and the process for appointing a proxy if you hold your Dowlais Shares through CREST.

Please refer to clause 6 of Part Four (*The Scheme of Arrangement*) and Part Eight (*Additional Information for Overseas Shareholders*) of this Document if you are an overseas shareholder.

2.1 **Proxy appointment**

Dowlais Shareholders are entitled to appoint a proxy to attend, speak and vote on their behalf at the Court Meeting and/or the General Meeting. A Dowlais Shareholder may appoint more than one proxy in relation to each of the Court Meeting and the General Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that Dowlais Shareholder. A proxy need not be a member of the Company, but Dowlais Shareholders are strongly encouraged to appoint the Chair of the Meetings as their proxy, rather than a named person who may not be able to attend the Meetings.

Please note that the appointment of a proxy or proxies is separate for each of the Court Meeting and the General Meeting.

Any person who has been nominated under section 146 of the Companies Act to enjoy information rights (a “**Nominated Person**”) may, under an agreement between them and the Dowlais Shareholder by whom they were nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting and the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the Dowlais Shareholder as to the exercise of voting rights. The statement of the rights of Dowlais Shareholders to appoint proxies above does not apply to Nominated Persons. Such rights can only be exercised by Dowlais Shareholders.

If two or more valid but differing Forms of Proxy are received in respect of the same Dowlais Share, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the other or others as regards that Dowlais Share. If Dowlais is unable to determine which instrument was last received, none of them shall be treated as valid in respect of that Dowlais Share.

2.2 **Multiple proxy voting instructions**

As a Dowlais Shareholder, you are entitled to appoint a proxy in respect of some or all of your Dowlais Shares. You are also entitled to appoint more than one proxy. A proxy need not be a Dowlais Shareholder. A space has been included on the Forms of Proxy to allow you to specify the number of Dowlais Shares in respect of which that proxy is appointed. Dowlais Shareholders who return a Form of Proxy duly executed but leave this space blank will be deemed to have appointed a proxy in respect of all of their Dowlais Shares.

If you wish to appoint more than one proxy in respect of your shareholding, please photocopy the Forms of Proxy or contact Dowlais’ Registrar, Equiniti, between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding English and Welsh public holidays) on +44 (0) 333 207 6394 (calls from outside the UK will be charged at the applicable international rate and you should use the country code when calling from outside the UK). Calls may be recorded and monitored for training and security purposes.

2.3 **Online appointment of proxies**

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by creating an online portfolio using the Registrars’ website at www.shareview.co.uk using your Shareholder Reference Number printed on the Forms of Proxy enclosed. Dowlais Shareholders who have already registered with the Registrars’ online portfolio service, Shareview, can submit a proxy by logging into their profile at www.shareview.co.uk and clicking on the link to vote. For an electronic proxy appointment to be valid, the appointment must be received by Equiniti not later than 48 hours (excluding any part of such 48 hour period falling on weekend or a public holiday in the UK) before the time fixed for the relevant Meeting (as set out in paragraphs 2(i)–(iii) above) or any adjournment thereof. In the case of the Court Meeting

only, if the electronic proxy appointment is not received by this time, the BLUE Form of Proxy may be handed to Equiniti or to the Chair of the Court Meeting at the Court Meeting at any time before the commencement of the Court Meeting (or scanned and emailed to Equiniti at the following proxyvotes@equiniti.com). In the case of the YELLOW Form of Proxy for the General Meeting, if the electronic proxy appointment is not received by the relevant time, it will be invalid.

2.4 **CREST proxy appointment**

Dowlais Shareholders who hold Dowlais Shares through CREST and who wish to appoint a proxy or proxies for the Court Meeting and/or the General Meeting or any adjournment(s) thereof may do so by following the procedures described in the CREST Manual (available at <https://my.euroclear.com>). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting 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.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Dowlais’ Registrar, Equiniti (ID RA19), not later than 48 hours (excluding any part of such 48 hour period falling on a non-working day) before the time fixed for the relevant Meeting (as set out above) or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Equiniti 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.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the Dowlais Shareholders who hold shares through CREST to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that their 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 sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Dowlais may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

2.5 **Further information about proxies and voting**

Further information in relation to the appointment of proxies for and voting at the Court Meeting and General Meeting is set out in paragraph 19 of Part Two (*Explanatory Statement*) of this Document, in the Notice of Court Meeting set out in Part Eleven (*Notice of Court Meeting*) of this Document, in the notes to the Notice of General Meeting set out in Part Twelve (*Notice of General Meeting*) of this Document, and in the instructions printed on the Forms of Proxy.

If you hold Dowlais Shares indirectly, you must rely on the procedures of the bank, broker, financial institution, share plan administrator or share plan nominee or other securities intermediary through which you hold Dowlais Shares. You should contact such intermediary for further instructions on how you can instruct that intermediary to vote on your behalf at the Court Meeting and General Meeting and the date by which you must provide such instructions to the intermediary.

3. TAX CERTIFICATION

For certain Dowlais Shareholders, section 304 of the IRC may apply to the Combination, such that the cash consideration received pursuant to the Combination may be subject to U.S. federal income tax as a deemed dividend ("**U.S. Deemed Dividend Tax**"). A Dowlais Shareholder should only be subject to U.S. Deemed Dividend Tax if the Dowlais Shareholder: (i) receives cash under the terms of the Combination; (ii) owns AAM Shares immediately after the Combination (including AAM Shares issued in the Combination) which when expressed as a percentage of all AAM Shares in issue immediately after the Combination, is equivalent to or greater than their ownership of Dowlais Shares immediately before the Combination when expressed as a percentage of all Dowlais Shares in issue immediately before the Combination; and (iii) their indirect ownership in Dowlais is not therefore meaningfully reduced as a result of the Combination, taking into account certain constructive ownership rules and the New AAM Shares received as consideration.

U.S. Dowlais Shareholders

For U.S. Dowlais Shareholders, dividends are generally taxable as ordinary income, subject to any reduced tax rates or deductions provided under the IRC. U.S. Dowlais Shareholders who: (i) hold their Dowlais Shares as a capital asset; and (ii) do not recognise dividend income in the Combination under the U.S. Deemed Dividend Tax, will generally recognise a capital gain or loss equal to the difference between the amount of cash received and such U.S. Dowlais Shareholder's tax basis in the portion of its Dowlais Shares that is exchanged for such cash.

U.S. Dowlais Shareholders should use the Online Tax Process as set out in paragraph 17 of Part Two (*Explanatory Statement*) and as detailed on the Tax Certification Form to certify that they are a U.S. Person and should also provide a duly completed IRS Form W-9 (or successor form) to Equiniti. All U.S. Dowlais Shareholders are encouraged to read this information carefully. U.S. Dowlais Shareholders who are unsure as to how U.S. tax considerations may impact them should consult an appropriately qualified independent professional adviser immediately. In general such IRS Form W-9 (or successor form) certifies that the U.S. Person is not subject to withholding tax and will pay any taxes associated with the Combination on their U.S. federal income tax return.

Non-U.S. Dowlais Shareholders

If payable, for Non-U.S. Dowlais Shareholders, U.S. Deemed Dividend Tax will be collected via a withholding tax at a 30 per cent. rate (or such lower rate as may be specified by an applicable income tax treaty) from the cash consideration received pursuant to the Combination.

Details of the certification required by each Non-U.S. Dowlais Shareholder to determine whether U.S. Deemed Dividend Tax applies are set out in paragraph 17 of Part Two (*Explanatory Statement*) of this Document. All Non-U.S. Dowlais Shareholders are encouraged to read this information carefully. Non-U.S. Dowlais Shareholders who are unsure as to how U.S. tax considerations may impact them should consult an appropriately qualified independent professional adviser immediately.

In general, to establish whether such withholding is required:

- (i) Non-U.S. Dowlais Shareholders holding their Dowlais Shares in certificated form (that is, not in CREST) should complete the Tax Certification Form (or, if applicable, complete the Online Tax Process as detailed on the Tax Certification Form), certifying whether the Non-U.S. Dowlais Shareholder meets the requirements for the Combination not to be treated in accordance with the U.S. Deemed Dividend Tax;**
- (ii) Non-U.S. Dowlais Shareholders holding their Dowlais Shares in uncertificated form (that is, in CREST) who are not Qualified Intermediaries should complete the Tax Certification Form (or, if applicable, complete the Online Tax Process as detailed on the Tax Certification Form), certifying whether the Non-U.S. Dowlais Shareholder meets the requirements for the Combination not to be treated in accordance with the U.S. Deemed Dividend Tax; or**
- (iii) Non-U.S. Dowlais Shareholders holding their Dowlais Shares in uncertificated form (that is, in CREST) who are categorised as a Qualified Intermediary should (a) provide a duly**

completed IRS Form W-8IMY to Equiniti, and (b) provide its holders with a section 302 certification under the certification process outlined at paragraph 17 of Part Two (*Explanatory Statement*) of this Document. A Qualified Intermediary cannot assume primary withholding responsibility but instead should provide a “withholding statement” in accordance with its Qualified Intermediary Agreement that details the appropriate rates of withholding for amounts paid to the Qualified Intermediary.

Failure by a Non-U.S. Dowlais Shareholder to complete and return the Tax Certification Form, or, where relevant, to undertake the steps required of a Qualified Intermediary, may result in withholding tax at a rate of up to 30 per cent. on the full amount of cash payable to such Non-U.S. Dowlais Shareholder (including any cash that is the result of a Cash Election under the terms of the Mix and Match Facility) under the terms of the Combination.

A Dowlais Shareholder who intends to make a Mix and Match Election to receive more New AAM Shares should wait to receive the subsequent Tax Certification Form which will be sent to relevant Dowlais Shareholders shortly after the Effective Date, as such Dowlais Shareholder will need to know the number of shares received in the Combination in order to carry out the calculation in the Tax Certification Form.

Further information is provided within the Tax Certification Form and in paragraph 17 of Part Two (*Explanatory Statement*) of this Document. All Dowlais Shareholders are encouraged to read this information carefully. Dowlais Shareholders who are unsure as to how U.S. tax considerations may impact them should consult an appropriately qualified independent professional adviser immediately.

4. MIX AND MATCH FACILITY

If you hold Scheme Shares in certificated form (that is, not in CREST) and you wish to make a Mix and Match Election, please complete and return the enclosed Form of Election so as to reach Equiniti at Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, by the Election Return Time using the pre-paid envelope provided. Instructions on how to complete the Form of Election are printed thereon.

If you hold Scheme Shares in uncertificated form (that is, in CREST) and you wish to make a Mix and Match Election, you may submit your election electronically by taking (or procuring to be taken) the actions set out in Part Six (*Notes for Making Elections Under the Mix and Match*) of this Document to transfer the Scheme Shares in respect of which you wish to make a Mix and Match Election to an escrow balance, using an Electronic Election specifying Equiniti (in its capacity as a CREST participant under the ID 5RA39) as the escrow agent by the Election Return Time. If you wish to make a Mix and Match Election by completing a Form of Election you must rematerialise your Dowlais Shares by withdrawing the Dowlais Shares from CREST and you may request a Form of Election by contacting the Shareholder Helpline on the telephone number set out below.

Further information on the Mix and Match Facility and how a Dowlais Shareholder may make elections can be found within the Form of Election and in Part 6 (*Notes for Making Elections under the Mix and Match*) of this Document.

5. DOWLAIS SHARE PLANS

Participants in the Dowlais Share Plans will be contacted separately regarding the effect of the Scheme on their rights under the Dowlais Share Plans and with details of the arrangements applicable to them.

A summary of the effect of the Scheme on outstanding awards under the Dowlais Share Plans is set out in paragraph 14 of Part Two (*Explanatory Statement*) of this Document.

6. SHAREHOLDER HELPLINE

If you have any questions about this Document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete the Forms of Proxy, Form of Election or Tax Certification Form, or how to submit your proxies or Mix and Match Election through CREST or via the electronic means, please contact Dowlais' Registrar, Equiniti, by calling the Shareholder Helpline on +44 (0)333 207 6394. Lines

are open between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales). For deaf and speech impaired shareholders, Equiniti welcomes calls via Relay UK. Please see www.relayuk.bt.com for more information. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that calls to Equiniti may be monitored or recorded and no advice on the Combination or its merits, nor any legal, taxation or financial advice, can be given.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable is based on Dowlais' and AAM's current expectations regarding dates for the implementation of the Scheme and is subject to change. If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Dowlais Shareholders by announcement through the Regulatory Information Service of the London Stock Exchange.

<i>Event</i>	<i>Time and/or date⁽¹⁾</i>
Filing of the AAM Proxy Statement with the SEC	2 June 2025
Publication of this Document	19 June 2025

AAM Shareholder Meeting 8.00 a.m. (Eastern Time) on 15 July 2025

Latest time for lodging Forms of Proxy for the:

Court Meeting (BLUE form)	11.00 a.m. on 18 July 2025 ⁽²⁾
General Meeting (YELLOW form)	11.15 a.m. on 18 July 2025 ⁽³⁾

Voting Record Time for the Court Meeting and the General Meeting 6.30 p.m. on 18 July 2025⁽⁴⁾

Court Meeting 11.00 a.m. on 22 July 2025

General Meeting 11.15 a.m. on 22 July 2025⁽⁵⁾

The following dates and times associated with the Scheme are indicative only and are subject to change and will depend on, among other things, the date on which the Conditions to the Scheme are satisfied or, if capable of waiver, waived, and the date on which the Court sanctions the Scheme. Dowlais will give adequate notice of any changes to these dates and times, when known, by issuing an announcement through a Regulatory Information Service, with such announcement being made available on Dowlais' website at www.dowlais.com/AAMcombination. See also note⁽¹⁾

Publication of the AAM Prospectus a date expected to be in the final quarter of 2025

First Tax Certification Return Time (being the latest time for receipt of Tax Certification Forms (or such other forms as must be provided by a Qualified Intermediary) such that, subject to a Dowlais Shareholder's certification, none of the cash consideration to which a Dowlais Shareholder is entitled will be withheld) 11.00 a.m. on D-2⁽⁶⁾

Court Hearing (to sanction the Scheme) a date expected to be in the final quarter of 2025, subject to the satisfaction (or if applicable, waiver) of the relevant Conditions and, in any event, prior to the Long Stop Date ("D")

Measurement Date (being the date at which the Mix and Match Reference Price is determined) the Trading Day falling immediately prior to D+1 (which will be D where D is a Trading Day)

Election Return Time (being the latest time for receipt of Forms of Election or Electronic Elections from CREST holders) 1.00 p.m. on D+1

Last day of dealings in, and registrations of transfers of, and disablement in CREST of, Dowlais Shares D+1

Scheme Record Time 6.00 p.m. on D+1

Effective Date of the SchemeD+2⁽⁷⁾

Announcement of (i) the Mix and Match Reference Price;
and (ii) the approximate extent to which elections under
the Mix and Match Facility will be satisfied

D+2

Suspension of listing of, and dealings in, Dowlais Shares

7.30 a.m. on D+2

Issue of New AAM Shares

after 5.00 p.m. (New York time) on D+2

Cancellation of listing of Dowlais Shares

by 8.00 a.m. on D+3

Admission of, and commencement of dealings in,
AAM Shares on the London Stock Exchange

by 8.00 a.m. on D+3

Admission of, and commencement of dealings in,
New AAM Shares on the New York Stock Exchange

by 9.30 a.m. (New York time) on D+3

New AAM Shares registered through DRS
(in respect of New AAM Shares held by former
certificated Dowlais Shareholders)

on or as soon as possible after 9.30 a.m.
(New York time) on D+3 but not later than
14 calendar days after the Effective Date

AAM DIs issued by the DI Depositary and credited to
CREST accounts (in respect of New AAM Shares held
by former uncertificated Dowlais Shareholders through
CREST) and AAM DIs credited to the relevant CSN
Facility accounts

on or as soon as possible after 9.30 a.m.
(New York time) on D+3 but not later than
14 calendar days after the Effective Date

Despatch of statements of entitlement to New AAM
Shares held through DRS (in respect of Scheme Shares
held in certificated form only)

within 14 calendar days after
the Effective Date

Despatch of electronic payments, cheques and/or crediting
of CREST for cash consideration due under the Scheme
(less any cash withheld under applicable tax law) (including
any cash due in relation to the sale of fractional
entitlements)

within 14 calendar days
after the Effective Date ("P")

Despatch of CSN Facility Statements

within 14 calendar days after
the Effective Date

**Second Tax Certification Return Time (being the latest
time for receipt of Tax Certification Forms (or such
other forms as must be provided by a Qualified
Intermediary) such that, subject to a
Dowlais Shareholder's certification, any cash
consideration withheld from a Dowlais Shareholder
will be paid to them rather than being paid to the IRS)**

6.00 p.m. on P+40 calendar days⁽⁸⁾

Long Stop Date

29 June 2026⁽⁹⁾

(1) The dates and times are indicative only and are based on current expectations and may be subject to change and will depend on, among other things, the date on which the Conditions to the Scheme are satisfied or, if capable of waiver, waived, and the date on which the Court sanctions the Scheme. References to times are to London, United Kingdom time unless otherwise stated. If any of the times and/or dates above change, the revised times and/or dates will be notified to Dowlais Shareholders by announcement through a Regulatory Information Service.

Participants in the Dowlais Share Plans will be contacted separately to inform them of the effect of the Scheme on their rights under the Dowlais Share Plans, including details of any dates and times relevant to them.

(2) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged not later than 48 hours prior to the time appointed for the Court Meeting (excluding any part of such 48 hour period falling on a weekend or a public holiday in the UK). BLUE Forms of Proxy not so lodged may be: (i) scanned and emailed to Equiniti at the following proxyvotes@equiniti.com; or (ii) handed to Equiniti or the Chair of the Court Meeting before the start of the Court Meeting.

(3) YELLOW Forms of Proxy for the General Meeting must be lodged not later than 48 hours prior to the time appointed for the General Meeting (excluding any part of such 48 hour period falling on a weekend or a public holiday in the UK).

- (4) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned meeting will be 6.30 p.m. on the day which is two days prior to the date of the adjourned meeting.
- (5) Or as soon thereafter as the Court Meeting shall have concluded or been adjourned.
- (6) This is the latest date by which a Dowlais Shareholder must return the Tax Certification Form (or such other forms as must be provided by a Qualified Intermediary) to Equiniti in order that the Paying Agent **will not withhold 30 per cent. of the cash consideration to which the Dowlais Shareholder is entitled**. Further information on the certification process and U.S. tax considerations is set out in paragraph 17 of Part Two (*Explanatory Statement*) of this Document.
- (7) The Scheme shall become effective as soon as a copy of the Court Order has been delivered to the Registrar of Companies. This is expected to occur following the Scheme Record Time and prior to the suspension of trading in Dowlais Shares. The events which are stated as occurring on subsequent dates are conditional on the Effective Date and operate by reference to that date.
- (8) This is the latest date by which a Dowlais Shareholder must return the Tax Certification Form (or such other forms as must be provided by a Qualified Intermediary) in order that the Paying Agent effects payment of any withheld amounts to such Dowlais Shareholder. If the Tax Certification Form is not received by Equiniti before this time, the Paying Agent will transfer any withheld funds to the IRS and a Dowlais Shareholder will need to file a U.S. federal income tax return to reclaim any withheld consideration (if applicable).
- (9) This is the latest date by which the Scheme may become effective unless AAM and Dowlais agree (and the Panel and, if required, the Court permit) a later date.

All references in this Document to times are to London time unless otherwise stated. All dates by reference to “D-1”, “D+1”, “D+2” and “D+3” will be to the date falling the number of indicated Business Days immediately prior to or after date D, as indicated above.

PART ONE

LETTER FROM THE CHAIR OF DOWLAIS

Dowlais Group plc
2nd Floor Nova North
11 Bressenden Place
London
SW1E 5BY
United Kingdom

Registered in England and Wales No. **14591224**

19 June 2025

To the holders of Dowlais Shares and, for information only, to holders of awards under the Dowlais Share Plans and persons with information rights.

Dear Shareholder

RECOMMENDED CASH AND SHARE COMBINATION OF DOWLAIS GROUP PLC WITH AMERICAN AXLE & MANUFACTURING HOLDINGS, INC.

1. INTRODUCTION

On 29 January 2025 the boards of Dowlais and AAM announced that they had reached agreement on the terms of a recommended cash and share combination of Dowlais with AAM, to create the Combined Group. It is intended that the Combination will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

I am writing to you today on behalf of the Dowlais Directors to set out the background to and detailed terms of the Combination, to encourage you to vote at the Meetings to be held on 22 July 2025 to consider the Combination and to set out the reasons why the Dowlais Directors consider the terms of the Combination to be fair and reasonable. The Dowlais Directors are unanimously recommending that you vote in favour of the Scheme at the Court Meeting and in favour of the Special Resolution to be proposed at the General Meeting, as those Dowlais Directors who hold Dowlais Shares have irrevocably undertaken to do in respect of their own legal and/or beneficial holdings which are under their control representing, in aggregate, approximately 0.3 per cent. of the existing ordinary share capital of Dowlais as at the Latest Practicable Date.

On 5 June 2025, AAM and Dowlais announced that 27,865,471 Dowlais Shares previously held by the Melrose Employee Share Ownership Trust (the “**Melrose ESOT**”) had been transferred to Dowlais for nil consideration and cancelled (the “**MASP Cancellation**”). In accordance with the terms of the Combination, as set out in the Rule 2.7 Announcement, AAM and Dowlais announced that the consideration payable per Dowlais Share would be increased such that the total value of consideration payable for the entire issued and to be issued share capital of Dowlais remains the same following the MASP Cancellation (other than insignificant changes as a result of rounding). Further details on the terms of the Combination are set out in paragraph 2 of this Letter. Further information on the Melrose ESOT is set out in paragraph 4 of Part Two (*Explanatory Statement*) of this Document.

I draw your attention to the letter from Barclays and Rothschild & Co set out in Part Two (*Explanatory Statement*) of this Document which gives details about the Combination and to the additional information set out in Part Nine (*Additional Information on Dowlais and AAM*) of this Document. The AAM Proxy Statement was filed with the SEC on 2 June 2025.

In order to approve the terms of the Combination, Dowlais Shareholders will need to vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting, to be held at the offices of Slaughter and May, One Bunhill Row, London, EC1Y 8YY on 22 July 2025. Details of the actions you should take are set out in paragraph 19 of Part Two (*Explanatory Statement*) of this Document. The recommendation of the Dowlais Directors is set out in paragraph 22 of this letter.

2. SUMMARY OF THE TERMS OF THE COMBINATION

It is proposed that the Combination will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act between Dowlais and Scheme Shareholders, pursuant to which AAM will acquire all of the issued and to be issued Dowlais Shares. The Scheme requires and is conditional on, amongst other things, the approval of the Scheme Shareholders at the Court Meeting, the approval of the Special Resolution by Dowlais Shareholders at the General Meeting, the issuance of the New AAM Shares at the AAM Shareholder Meeting, as well as the sanction of the Court at the Court Hearing.

Under the terms of the Combination, which is subject to the satisfaction (or, where applicable, waiver) of the Conditions and further terms set out in Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document, as announced on 29 January 2025 and subsequently amended in respect of the MASP Cancellation, Scheme Shareholders at the Scheme Record Time will be entitled to receive:

**for each Dowlais Share held: 0.0881 New AAM Shares; and
43 pence in cash.**

Under the terms of the Combination Dowlais Shareholders were also entitled to receive, for each Dowlais Share held at the Dividend Record Date, 2.8 pence in the form of a final cash dividend which was paid to shareholders by Dowlais on 29 May 2025 (the “**FY24 Dividend**”). Further information on dividends is set out in paragraph 3 of this letter.

Based on the closing AAM share price of \$5.82 and £ to U.S.\$ exchange rate of 1.2434 on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced), the terms of the Combination (including the FY24 Dividend) represented a total implied value of each Dowlais Share of 87.0 pence per share (the “**Offer Value**”).

The Offer Value implied Dowlais’ entire issued and to be issued share capital is valued at approximately £1.16 billion on a fully diluted basis.

The Offer Value represented a premium of approximately:

- (A) 27 per cent. to the Closing Price of 68 pence for each Dowlais Share as at the close of business on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced);
- (B) 48 per cent. to the volume-weighted average price of 59 pence for each Dowlais Share for the three-month period ended on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced); and
- (C) 49 per cent. to the volume-weighted average price of 59 pence for each Dowlais Share for the six-month period ended on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced).

Based on the closing AAM share price of \$4.23 and £ to U.S.\$ exchange rate of 1.3429 on the Latest Practicable Date, the terms of the Combination (including the FY24 Dividend) value each Dowlais Share at 73.6 pence per share and represent a premium of 8 per cent. to the Closing Price per Dowlais Share of 68 pence on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced). Whilst the per share value of Dowlais has increased as a result of the MASP Cancellation, neither the total value of Dowlais implied by the terms of the Combination nor the total aggregate consideration that Dowlais Shareholders will receive under the terms of the Combination has changed (other than insignificant changes as a result of rounding).

The Dowlais Directors note the recent disruption to the global automotive industry as a result of tariff-related policies and the consequent effect on trading valuations across the automotive sector and AAM specifically, which the Dowlais Directors believe has also been impacted by short-term transaction-related share trading. While the current market volatility has impacted on the headline premium in respect of the Offer Value, the Dowlais Directors do not believe it undermines the long-term strategic and financial rationale of the deal and the value creation opportunity it represents, as well as delivering a substantial immediate cash return to Dowlais Shareholders.

If the Scheme becomes effective, it will result in the issue of approximately 117,000,000 New AAM Shares to Scheme Shareholders. Assuming that all of the New AAM Shares to be issued pursuant to

the Combination had been issued by that time, Scheme Shareholders will hold approximately 49 per cent. and AAM Shareholders will hold approximately 51 per cent. of the issued and outstanding common stock of the Combined Group immediately following the Effective Date.

Dowlais Shareholders (other than Election Restricted Shareholders) may elect, subject to availability, to vary the proportions in which they receive cash and New AAM Shares in respect of their holdings in Dowlais Shares. However, the total number of New AAM Shares to be issued and the maximum aggregate amount of cash to be paid under the terms of the Combination will not be varied as a result of elections under the Mix and Match Facility. Accordingly, satisfaction of elections made by Dowlais Shareholders under the Mix and Match Facility will depend on the extent to which other Dowlais Shareholders make offsetting elections. Further information on the Mix and Match Facility is set out in paragraph 7 of Part Two (*Explanatory Statement*) and in Part Six (*Notes for Making Elections Under the Mix and Match*) of this Document.

The New AAM Shares will not be registered under the U.S. Securities Act and will be issued pursuant to the exemption from registration provided by Section 3(a)(10) under the U.S. Securities Act. The New AAM Shares will rank *pari passu* in all respects with the AAM Shares in issue at the time the New AAM Shares are issued pursuant to the Combination, including the right to receive and retain dividends as other distributions declared, made or paid after the Effective Date. The New AAM Shares will be issued following implementation of the Scheme to Scheme Shareholders on the register at the close of business at the Scheme Record Time.

Fractions of New AAM Shares will not be allotted to Dowlais Shareholders. Instead, any Dowlais Shareholder who would have been entitled to such fractional entitlement shall receive, in lieu of such fractional entitlements, cash in an amount (rounded down to the nearest penny) equal to such fractional entitlement (to which such Dowlais Shareholder would otherwise have been entitled) multiplied by the last reported sale price of AAM Shares on the New York Stock Exchange (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source selected by AAM) on the last Business Day prior to the Effective Date.

As part of the Combination, any AAM Shares issued to Dowlais Shareholders will be authorised for primary listing on the New York Stock Exchange and, as announced on 15 May 2025, AAM intends to apply to the FCA for all of the AAM Shares (including the New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List and to the London Stock Exchange for all of the AAM Shares (including the New AAM Shares) to be admitted to trading on the London Stock Exchange's Main Market for listed securities.

3. DIVIDENDS

3.1 AAM Distributions

The parties have agreed that, prior to the Effective Date, AAM shall not (and shall procure that no member of the AAM Group shall) announce, declare, make or pay any dividend and/or other distribution and/or other return of capital (other than from one member of the AAM Group to another member of the AAM Group).

If, on or after the date of this Document and prior to the Effective Date, AAM announces, declares, makes or pays any dividend and/or other distribution and/or other return of capital (an **"AAM Excluded Dividend"**), then Dowlais shall be entitled to elect by five (5) Business Days' written notice to AAM to declare and pay an equalising dividend to Dowlais Shareholders so as to reflect the value attributable to all or part of such dividend, distribution or return of capital, at the Exchange Rate, without any consequential reduction to the Consideration (a **"Dowlais Equalising Dividend"**).

3.2 Dowlais permitted distributions

The following dividends shall constitute **"Dowlais Permitted Dividends"**:

- (A) the final dividend by Dowlais in respect of the financial year ended on 31 December 2024 of 2.8 pence per Dowlais Share, paid to Dowlais Shareholders on 29 May 2025 (the **"FY24 Final Dividend"**); and
- (B) any Dowlais Equalising Dividend.

If a Dowlais Permitted Dividend is declared with a record date prior to the Effective Date:

- (A) Dowlais Shareholders shall be entitled to receive and retain such dividend;
- (B) AAM Shareholders shall have no entitlement in relation to such dividend; and
- (C) payment of such dividend shall not affect or reduce the Consideration in any way.

If, on or after the date of this Document and prior to the Effective Date, Dowlais announces, declares, makes or pays any dividend and/or other distribution and/or other return of capital which is neither a Dowlais Permitted Dividend nor a Permitted Buyback (a “**Dowlais Excluded Dividend**”), then AAM shall be entitled (at its sole discretion) to reduce the Cash Consideration by an amount that reflects the value attributable to all or any part of such Dowlais Excluded Dividend, or, in the case of any other dividend, distribution or return of capital, by an amount that reflects the value attributable to all or part of such dividend, distribution or return of capital, in each case at the Exchange Rate, in which case any reference in this Document (or, in the event that the Combination is to be implemented by means of any Offer, the offer document) to the Consideration will be deemed to be a reference to the Consideration as so reduced, and AAM shall comply with all of its obligations under the Code in reducing such Cash Consideration.

4. BACKGROUND TO AND REASONS FOR THE RECOMMENDATION

Dowlais is a specialist engineering group focused on the automotive sector. Since its listing in April 2023, Dowlais has made strong progress on its strategy to accelerate its transition to a power-agnostic business model and has continued to deliver operational and performance improvements despite a challenging market environment.

The Dowlais Directors remain fully confident that Dowlais will continue to execute successfully on its strategic priorities, leaving it better positioned to navigate market volatility and deliver sustainable, profitable growth and cash generation.

While the Dowlais Directors did not solicit an offer for Dowlais, the Dowlais Directors remain focused on maximising the full value of Dowlais for the benefit of its shareholders by considering all available options. In contemplating the merits of the Combination for shareholders, the Dowlais Board has considered carefully a number of factors including:

- (A) a compelling strategic rationale, creating a Combined Group with enhanced scale, highly complementary product portfolio, technological expertise, industrial footprint and global diversification to compete in a dynamic and changing business environment;
- (B) the opportunity for significant value creation from synergies resulting from the consolidation of two leading businesses with market leading capabilities;
- (C) a substantial immediate cash return to Dowlais Shareholders;
- (D) an evaluation of the standalone intrinsic value of each of Dowlais and AAM, excluding any effects of the Combination, compared to the anticipated intrinsic value of the Combined Group;
- (E) a combined leadership team blending the best talent from both businesses;
- (F) AAM's offer to provide a secondary listing on the London Stock Exchange, allowing as many Dowlais Shareholders as possible to benefit from the long term value creation of the Combination;
- (G) a highly complementary portfolio of driveline products – sesh shafts, prop shafts, AWD systems, axles for ICE vehicles and EVs;
- (H) a sophisticated metal forming components capability – forging, machining, casting and sintering, providing a perfect strategic fit for Powder Metallurgy to drive external growth;
- (I) continued volatility in the automotive industry as the global transition to electrified mobility varies by region leading to continued uncertainty of industry volumes, customer mix and future technology needs; and

- (J) an assessment of the value that could potentially be unlocked for the benefit of Dowlais shareholders through a sale of Dowlais' GKN Powder Metallurgy business, as evaluated through the strategic review announced in the half year results dated 13 August 2024.

The Dowlais Directors have given due consideration to each of the factors outlined above, taking into account the significant increase in protectionist policies, tariffs and trade tensions that are currently impacting the automotive industry. In assessing the Combination, the Dowlais Directors have focused on both the near-term and long-term value that the Combination is expected to deliver to Dowlais Shareholders as well as the implications for Dowlais' stakeholders.

The Dowlais Directors believe that the Combination represents an attractive opportunity to accelerate the realisation of shareholder value through the establishment of a global, diversified automotive supplier, better-positioned together to navigate both the short-term challenges and long-term market dynamics in the automotive sector, as well as delivering a substantial immediate cash return to Dowlais Shareholders.

The Dowlais Directors believe that the Combination is based on a compelling strategic, industrial and financial rationale, including:

- (A) combining two world-class businesses that are aligned strategically, culturally and geographically, to create a global automotive supplier, with the enhanced scale, and the product portfolio, manufacturing footprint and technology required to compete in a dynamic market environment;
- (B) building greater resilience through increased global scale and product diversification;
- (C) creating the necessary financial strength to accelerate investment in new products and technologies;
- (D) enhancing the opportunity to leverage combined knowhow to better serve customers' needs and secure new business;
- (E) offering a highly complementary portfolio of products across a broad range of automotive segments, supporting ICE, hybrid and electric powertrains in multiple geographies with a diversified customer base, and providing access to the profitable and stable North American truck and SUV market;
- (F) unlocking meaningful cost synergies for the Combined Group; and
- (G) resulting in a Combined Group with a strong balance sheet supported by a strong and attractive cash profile.

In considering the terms of the Combination and determining whether they reflected an appropriate valuation of Dowlais and its future prospects, the Dowlais Directors have taken into account a number of factors, including:

- (A) that consideration in New AAM Shares provides Dowlais Shareholders with the ability to remain fully invested in the Combined Group through Dowlais Shareholders owning approximately 49 per cent. of the Combined Group;
- (B) the substantial immediate cash return to Dowlais Shareholders;
- (C) the terms of the Combination, as at the date of the Rule 2.7 Announcement, represented a total implied value of 85.2 pence per Dowlais Share, based on the Closing Price of \$5.82 for each AAM Share and £/U.S.\$ exchange rate of 1.2434 on 28 January 2025 (being the close of business on the last Business Day before the date of the Announcement). The Dowlais Directors note the recent disruption to the global automotive industry as a result of tariff-related policies and the consequent effect on trading valuations across the automotive sector and AAM specifically, which has also been impacted by normal short-term transaction-related share trading. The total implied value of the Combination as at the date of this Document is 73.6 pence per Dowlais Share, based on the Closing Price of \$4.23 for each AAM Share and £/U.S.\$ exchange rate of 1.3429 on the Latest Practicable Date. The Dowlais Directors are confident of the significant value to be created by the Combination which Dowlais Shareholders can participate in through the receipt of New AAM Shares; and

- (D) the opportunity for Dowlais Shareholders to participate in the anticipated value creation from the substantial synergies which are expected to be delivered through the Combination and accrue to the shareholders of the Combined Group.

Whilst the Dowlais Directors believe that Dowlais has a clear and compelling standalone strategy that would continue to deliver shareholder value, it is their belief that the proposed Combination would accelerate shareholder value creation through the combination of both the immediate premium and the opportunity to continue to participate in the long term prospects of the Combined Group. Furthermore, the Dowlais Directors believe that the Combination will enhance the Combined Group's scale, diversification and flexibility, leaving it stronger, more resilient and better positioned to successfully navigate the ongoing structural changes in the automotive sector.

In considering the Combination, the Dowlais Directors have taken into account AAM's stated intentions for the business and its employees as set out in paragraph 8 of Part Two (*Explanatory Statement*) of this Document.

Following careful and thorough consideration of the financial terms of the Combination, the strategic rationale and the anticipated financial benefits of the Combination, including the above factors, the Dowlais Directors recommend unanimously that Dowlais Shareholders vote, or procure voting, in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting.

5. BACKGROUND TO AND REASONS FOR THE COMBINATION

AAM and Dowlais are leading global tier-one automotive suppliers specialising in driveline and metal forming technologies for internal combustion, electric and hybrid vehicles. The combination of AAM and Dowlais will create a leading global manufacturer with the scale, product portfolio, technology and global diversification required to lead and innovate in a transitioning business environment.

The AAM Directors believe that the Combined Group will benefit from a more diversified business model across both customers and geographies as well as the significant synergies arising from the combination of AAM and Dowlais. This model will feature a robust cash-generative financial profile, a strong balance sheet, and a more competitive and margin enhancing position than the standalone businesses, enabling continued innovation, growth, and long-term value creation for shareholders as the industry transitions to alternate propulsion technologies.

The Combination will bring together two companies with highly complementary customer bases, geographic footprints, powertrain-agnostic product portfolios, and manufacturing operations. It will benefit from a best-of-best management team and the significant leadership depth present in both organisations.

The Combination offers shareholders the opportunity to participate in future value creation unlocked through the delivery of these cost synergies.

Key features of the Combined Group:

- (A) **Leading global driveline and metal-forming supplier with significant size and scale** – AAM and Dowlais expect that the Combined Group will benefit from greater scale and diversification, which brings numerous benefits including: financial and operational resilience, enabling the business to adapt to demand fluctuations and macroeconomic events; strengthened relationships with customers and other industry stakeholders; a competitive cost base driven by economies of scale; pooled resources for R&D and investment, including EV transition and new technologies; and increased agility and flexibility in a dynamic, fast-moving industry.
- (B) **Comprehensive powertrain-agnostic product portfolio with leading technology** – The Combination will create an industry-leading portfolio of products across a broad range of automotive segments, supporting internal combustion engine (ICE), hybrid and electric powertrains. The metal forming and powder metallurgy product groups will provide both vertical integration capabilities and further diversification beyond the auto industry. The Combined Group will benefit from enhanced scale to fund investments in future innovation in its powertrain-agnostic product portfolio.

- (C) **Diversified customer base with expanded and balanced geographic presence** – The Combined Group will be a truly global supplier, serving a wide range of vehicles with a well-diversified and complementary customer base. Additionally, the Combined Group will benefit from a more balanced regional presence. AAM's position in the profitable and stable North American pickup trucks and SUVs market and Dowlais' position across multiple other vehicle segments globally create an attractive business portfolio. The combined businesses also have strong foundations to serve the large and growing Chinese vehicle market, in particular with emerging domestic Chinese OEMs that are positioned for global growth. As a result, the Combined Group will be well-positioned to support and profitably participate in the transition to alternate propulsion technologies in all regions.
- (D) **Compelling industrial logic with ~\$300 million of synergies** – The complementary nature of AAM's and Dowlais' businesses will enable the creation of significant, annual run rate cost synergies of approximately \$300 million, expected to be substantially achieved by the end of the third year after Completion. The AAM management team has a proven acquisition track record, having successfully integrated and delivered significant cost synergy value through the acquisitions of Metaldyne Performance Group and Tekfor Group. Additionally, the Dowlais management team has demonstrated a proven track record of restructuring resulting in operational improvements.
- (E) **High margins, with strong earnings accretion, cash flow and balance sheet** – The Combined Group's enhanced customer, geographic, and product diversification supports a best-in-class financial profile with clear opportunities for improved profitability. The Combination results in an attractive financial profile within the automotive supplier landscape, with revenue of approximately \$12 billion and Adjusted EBITDA margins of approximately 14 per cent. (inclusive of run rate synergies). Based on the terms of the Combination, the Combined Group's day-one net leverage is expected to be approximately 2.5 times (inclusive of full run rate synergies). AAM's capital allocation policy will prioritise debt repayment whilst supporting organic growth until net leverage is below 2.5 times, at which point AAM intends to move to a more balanced capital allocation policy.

6. FINANCIAL BENEFITS OF THE COMBINATION

As set out in the Rule 2.7 Announcement, AAM expects that the Combination would generate significant synergies and drive compelling value creation for Dowlais Shareholders and AAM Shareholders.

The AAM Directors, having reviewed and analysed the potential cost synergies of the Combination, and considering the factors they can influence, are highly confident in the Combined Group's ability to realise approximately \$300 million of annual run rate cost synergies, expected to be substantially achieved by the end of the third year following Completion.

The quantified cost synergies, expected to originate from the cost bases of AAM and Dowlais, are anticipated to be realised primarily from:

- (A) **SG&A** – approximately 30 per cent. across the following sources:
- (i) Eliminating duplicate public company costs and other costs;
 - (ii) Optimisation of the combined workforce;
 - (iii) Streamlining of engineering, research, and development expenses; and
 - (iv) Elimination of duplicate business and technical offices.
- (B) **Purchasing** – approximately 50 per cent. across the following sources:
- (i) Leveraging enhanced economies of scale and spend to reduce supply costs;
 - (ii) Utilising vertical integration capabilities to deliver insourcing initiatives; and
 - (iii) Achieving global freight and logistical savings through increased scale, utilisation and benefits from third-party logistics suppliers.

(C) **Operations** – approximately 20 per cent. across the following sources:

- (i) Increasing operating efficiencies through the implementation of a best-of-best operating system; and
- (ii) Optimising the combined global manufacturing footprint.

The AAM Directors expect that approximately 60 per cent. of the annual run rate cost synergies will be realised by the end of the second year following Completion, and the full run rate cost savings are expected to be substantially achieved by the end of the third year following Completion.

The AAM Directors expect that the one-off costs required to deliver on the synergy plan are approximately equal to one year of full run rate savings.

In addition, the AAM Directors expect an increase in operating working capital of approximately \$13 million required to deliver identified run rate freight and logistics synergies.

The synergy savings stated are net of anticipated dis-synergies (expected to be approximately \$22 million).

The expected synergies will accrue as a direct result of the Combination and would not be achieved on a standalone basis.

These statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to herein may not be achieved, may be achieved later or sooner than estimated, or those actually achieved could be materially different from those estimated. For the purposes of Rule 28 of the Code, the statements of estimated cost savings and synergies contained in this Document are solely the responsibility of AAM and the AAM Directors. Any statement of intention, belief or expectation for the Combined Group following the Effective Date is also an intention, belief or expectation of the AAM Directors and not of the Dowlais Directors.

These statements are not intended as a profit forecast or profit estimate for any period and should not be interpreted as such. No part of these statements, or this Document generally, should be construed or interpreted to mean that the Combined Group's earnings in the first year following the Effective Date, or in any subsequent period, would necessarily match or be greater than or be less than those of AAM and/or Dowlais for the relevant preceding financial period or any other period.

Appendix 1 to this Document includes a copy of these statements of anticipated cost savings and synergies arising out of the Combination and provides underlying information and bases of belief and calculation.

On 29 January 2025, Deloitte, as reporting accountant to AAM, and J.P. Morgan Cazenove, as financial adviser to AAM, provided the reports relating to the Quantified Financial Benefits Statement under Rule 28.1(a) of the Code. Copies of their reports were included in the Appendix to the Rule 2.7 Announcement. Each of Deloitte and J.P. Morgan Cazenove has confirmed to AAM that, for the purposes of Rule 27.2(d)(ii), their respective reports produced in connection with the Quantified Financial Benefits Statement continue to apply.

7. MIX AND MATCH FACILITY

Dowlais Shareholders (other than Election Restricted Shareholders) may elect, subject to availability, to vary the proportions in which they receive cash and New AAM Shares in respect of their holdings in Dowlais Shares. However, the total number of New AAM Shares to be issued and the maximum aggregate amount of cash to be paid under the terms of the Combination will not be varied as a result of elections under the Mix and Match Facility. Accordingly, satisfaction of elections made by Dowlais Shareholders under the Mix and Match Facility will depend on the extent to which other Dowlais Shareholders make offsetting elections.

To the extent that elections cannot be satisfied in full, they will be scaled down on a pro rata basis. As a result, those Dowlais Shareholders who make an election under the Mix and Match Facility will not necessarily know the exact number of New AAM Shares or the amount of cash they will receive until

settlement of the consideration due to them under the terms of the Combination. The Mix and Match Facility is conditional upon the Combination becoming Effective.

Elections under the Mix and Match Facility will not affect the entitlements of those Dowlais Shareholders who do not make such elections.

Paragraph 7 of Part Two (*Explanatory Statement*) of this Document and Part Six (*Notes for Making Elections Under the Mix and Match*) to this Document contain further details in relation to the Mix and Match Facility.

8. IRREVOCABLE UNDERTAKINGS

The Dowlais Directors have provided irrevocable undertakings to AAM to vote in favour (or procure a vote in favour) of the Scheme at the Court Meeting and the resolutions relating to the Combination at the General Meeting, in respect of their entire beneficial holdings, amounting to 3,996,900 Dowlais Shares, in aggregate, representing approximately 0.3 per cent. of the issued share capital of Dowlais as at the Latest Practicable Date.

Further details of these irrevocable undertakings are set out in paragraph 13 of Part Nine (*Additional Information on Dowlais and AAM*) of this Document. Copies of the irrevocable undertakings are available on Dowlais' website at www.dowlais.com/AAMcombination and will remain on display until the end of the Offer Period.

9. INFORMATION ON DOWLAIS

Dowlais is a specialist engineering group focused on the automotive sector. Dowlais develops and delivers precisely engineered solutions that are shaping the future of the automotive industry through its two leading high-technology engineering businesses: GKN Automotive and GKN Powder Metallurgy.

- (A) **GKN Automotive:** a global leader in the development and production of Sideshafts, Propshafts, AWD systems and Advanced Differentials and a trusted partner to over 90 per cent. of Global OEMs. Its products drive the wheels of around half the world's Light Vehicles, and it has been a pioneer in the development of eDrive Systems, remaining at the forefront of electric vehicle Powertrain technology.
- (B) **GKN Powder Metallurgy:** a global leader in the production of sintered metal products for the automotive and industrial sectors and a leading manufacturer of atomised metal powders. Its world-class engineering expertise and sustainable technology enables the design and production of parts with complex geometries, higher densities and improved physical properties.

Dowlais is headquartered in the United Kingdom, and operates across the Americas, Europe and Asia with over 70 manufacturing facilities and seven global innovation centres. Dowlais employs over 29,000 employees globally, including its joint ventures. Dowlais Shares are publicly traded on the London Stock Exchange (LSE: DWL).

10. INFORMATION ON AAM

As a leading global tier 1 automotive and mobility supplier, AAM designs, engineers and manufactures driveline and metal forming technologies to support electric, hybrid and internal combustion vehicles. AAM's mission is to deliver efficient, powerful and innovative solutions for its customers.

Headquartered in Detroit, Michigan, AAM has over 75 facilities in 16 countries across North America, Latin America, Europe and Asia. AAM employs approximately 21,000 employees globally. AAM is a Delaware corporation and AAM Shares are publicly traded on the New York Stock Exchange (NYSE:AXL).

AAM has established a high-efficiency product portfolio that is designed to improve axle efficiency and fuel economy through innovative product design technologies. Its portfolio includes high-efficiency axles, aluminium axles and all-wheel-drive applications. AAM's metal forming segment represents the largest automotive forging operation in the world, and provides engine, transmission, driveline and safety-critical components for light, commercial and industrial vehicles. Net sales for 2024 were approximately \$6.12 billion.

11. FURTHER INFORMATION ABOUT THE NEW AAM SHARES

On 2 June 2025 AAM filed the AAM Proxy Statement with the SEC. The AAM Proxy Statement is available on AAM's website at www.aam.com/investors/offer-for-dowlais-group-plc and on Dowlais' website at www.dowlais.com/AAMcombination. The AAM Proxy Statement contains further information on AAM, Dowlais, the New AAM Shares and the key risks relating to AAM, Dowlais, the Combination and ownership of AAM Shares.

As announced on 15 May 2025, AAM intends to apply to the FCA for all of the AAM Shares (including the New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List and to the London Stock Exchange for all of the AAM Shares (including the New AAM Shares) to be admitted to trading on the London Stock Exchange's Main Market for listed securities. In connection with the Admission, AAM will publish the AAM Prospectus.

The AAM Prospectus, which is expected to be published in the fourth quarter of 2025, will contain further information on AAM and the New AAM Shares to be issued in connection with the Combination. The AAM Prospectus will be made available on AAM's website at www.aam.com/investors/offer-for-dowlais-group-plc and on Dowlais' website at www.dowlais.com/AAMcombination. The AAM Prospectus will include the key risks relating to: (i) AAM, Dowlais and, following Completion, the Combined Group; (ii) the Combination; and (iii) ownership of the New AAM Shares.

12. CURRENT TRADING AND PROSPECTS

12.1 Dowlais current trading update

On 8 May 2025, Dowlais announced its Q1 trading update. In summary, trading performance for Q1 2025 was as follows:

- Group adjusted revenue for the period was £1.3 billion, representing a 2.5% year-on-year decline at constant currency. Group adjusted operating margin improved by 80 bps year-on-year to 6.6%.
- Automotive's adjusted revenue for the period declined by 1.5% year-on-year to £1.0 billion, with adjusted operating margin of 7.1%.
- Powder Metallurgy's adjusted revenue declined by 5.7% year-on-year, with adjusted operating margin declining to 8.3%.

In addition, as part of the Q1 trading update on 8 May 2025, Dowlais provided the following outlook for full year 2025 performance:

The macroeconomic uncertainty resulting from the imposition of U.S. tariffs, including specific tariffs on the automotive sector, has increased since March. We do not expect our full year performance to be materially affected by the direct financial impact of these current tariffs. Based on our strong historical track record, we expect to fully recover these additional costs from customers through commercial actions and other performance initiatives.

The impact of tariffs on consumer demand has led to downward revisions in industry forecasts. In April 2025, S&P revised its 2025 industry outlook, now projecting a 3.3% decline in light vehicle production excluding China, and a 1.7% decline globally. These revisions reflect more cautious expectations for North America and Europe, where production is expected to decline in both regions.

Based on these assumptions, our full-year performance is now expected to be towards the low end of our guidance range for 2025 of flat to a mid-single digit adjusted revenue decline and an adjusted operating margin of between 6.5% and 7.0% in constant currency. The Group's adjusted free cash flow is now expected to be lower than the prior year, given the lower volumes and higher restructuring costs.

We anticipate the tariff-related cost recovery to be second-half weighted. This will result in a weaker trading and cash first-half performance, before a material improvement in the second half, driven by the timing of the tariff recoveries.

Since Dowlais' Q1 trading update announcement on 8 May 2025, Dowlais' financial performance has been in line with management's expectations.

Dowlais' interim results are expected to be announced on 7 August 2025.

12.2 AAM current trading update

On 2 May 2025, AAM announced its results for the first quarter of 2025.

Net sales decreased to \$1.41 billion for the three months ended 31 March 2025 from \$1.61 billion for the three months ended 31 March 2024.

Net earnings decreased to \$7.1 million for the three months ended 31 March 2025 from \$20.5 million for the three months ended 31 March 2024.

Net cash provided by operating activities increased to \$55.9 million for the three months ended 31 March 2025 from \$17.8 million for the three months ended 31 March 2024.

13. AAM'S INTENTIONS AND STRATEGIC PLANS FOR DOWLAIS AND THE COMBINED GROUP

Information relating to AAM's intentions and strategic plans for Dowlais and the Combined Group is set out in paragraph 8 of Part Two (*Explanatory Statement*) of this Document.

14. FINANCING OF THE COMBINATION

Information relating to the financing of the Combination is set out in paragraph 15 of Part Nine (*Additional Information on Dowlais and AAM*) of this Document.

15. DOWLAIS SHARE PLANS

Information relating to Dowlais' employee share plans is set out in paragraph 14 of Part Two (*Explanatory Statement*) of this Document.

16. ACTION TO BE TAKEN BY DOWLAIS SHAREHOLDERS

Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by Scheme Shareholders in respect of the offer are set out in paragraph 19 of Part Two (*Explanatory Statement*) of this Document.

Details relating to the de-listing of the Dowlais Shares, listings, dealings and settlement are included in paragraph 15 of Part Two (*Explanatory Statement*) of this Document.

Details of the Mix and Match Facility are included in paragraph 7 of Part Two (*Explanatory Statement*) of this Document.

Details of the tax certification process are included in paragraph 17 of Part Two (*Explanatory Statement*) of this Document and within the Tax Certification Form.

17. OVERSEAS SHAREHOLDERS

Overseas shareholders of Scheme Shares should refer to Part Eight (*Additional Information for Overseas Shareholders*) of this Document, which contains important information relevant to such holders.

18. NEW AAM DIS

Unlike Dowlais Shares, the New AAM Shares will be shares issued by AAM, a corporation incorporated under the laws in the State of Delaware. As a result, special arrangements will need to be entered into before and after the Scheme becomes Effective in order to facilitate holdings of the New AAM Shares issued to Dowlais Shareholders pursuant to the Scheme (or interests in such New AAM Shares) by the Dowlais Shareholders. The special arrangements which will apply differ depending on how the relevant Dowlais Shares are held by the Dowlais Shareholders. Dowlais CREST Shareholders who hold Scheme Shares in uncertificated form through CREST (directly or through a broker or other nominee

with a CREST account) immediately prior to the Scheme Record Time will not be issued New AAM Shares directly but will be issued with such number of AAM DIs as is equivalent to the number of New AAM Shares they would otherwise be entitled to receive under the terms of the Combination, where one AAM DI will represent one New AAM Share.

The AAM DIs will reflect the same economic rights as are attached to the New AAM Shares. Holders of AAM DIs will not be able to attend shareholder meetings of AAM in person, but will have the option to: (i) receive notices of general shareholder meetings of AAM; (ii) give directions as to voting at shareholder meetings of AAM in respect of such number of New AAM Shares as are represented by the AAM DIs held by them; and (iii) have made available to them and be sent, at their request, copies of the annual report and accounts of AAM, proxy materials and all other documents and communications issued by AAM to AAM Shareholders generally.

Further details of the settlement process, including in relation to the AAM DIs and the CSN Facility, are set out in paragraph 15 of Part Two (*Explanatory Statement*) of this Document.

19. THE SCHEME AND THE MEETINGS

The Combination is being implemented by way of a Court approved scheme of arrangement between Dowlais and the Scheme Shareholders under Part 26 of the Companies Act 2006, although AAM reserves the right to elect to implement the Combination by way of an Offer (subject to Panel consent, where necessary). The procedure involves an application by Dowlais to the Court to sanction the Scheme, which will involve the Scheme Shares being transferred to AAM in consideration for which Scheme Shareholders will receive cash and New AAM Shares (on the basis described at paragraph 2 above).

To become effective, the Scheme requires, among other things, the approval of a majority in number of the Scheme Shareholders present and voting in person or by proxy at the Court Meeting, representing not less than 75 per cent. in value of the Scheme Shares held by such Scheme Shareholders and the passing of the Special Resolution necessary to implement the Scheme at the General Meeting. Following the Court Meeting and the General Meeting and the satisfaction (or, where applicable, waiver) of the other Conditions, the Scheme must also be sanctioned by the Court. The Scheme will only become effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration. Upon the Scheme becoming effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of opinion of Scheme Shareholders. You are therefore strongly urged to complete, sign and return your Forms of Proxy, or, alternatively, submit your proxy by electronic means, for both the Court Meeting and the General Meeting, as soon as possible.

The Scheme can only become Effective if all Conditions to the Scheme have been satisfied (unless, where applicable, the relevant Condition is waived). The Scheme is conditional on (amongst other things) the issuance of the New AAM Shares being approved by the affirmative vote of the majority of the votes cast at the AAM Shareholder Meeting.

The AAM Shareholder Meeting is scheduled to be held virtually at <https://meetnow.global/MVZW HGV> on 15 July 2025 at 8.00 a.m. (Eastern Time), and the results of this meeting will be announced after the AAM Shareholder Meeting has taken place.

Dowlais will announce the details of the votes of the Meetings as required by the Code through a Regulatory Information Service as soon as practicable after the conclusion of the Meetings and, in any event, by no later than 8.00 a.m. on the Business Day following the Meetings.

Further details of the Scheme and the Meetings are set out in paragraphs 2 and 11 of Part Two (*Explanatory Statement*) of this Document.

20. UNITED KINGDOM TAXATION

Your attention is drawn to paragraph 16 of Part Two (*Explanatory Statement*) of this Document headed *United Kingdom Taxation*. Although this Document contains certain tax-related information, it is

intended only as a general guide to certain limited aspects of the UK tax treatment of the Scheme and does not constitute tax advice. Accordingly, if you are in any doubt about your own tax position or you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

21. UNITED STATES TAXATION

Your attention is drawn to paragraph 17 of Part Two (*Explanatory Statement*) of this Document headed *United States Taxation*. Although this Document contains certain tax-related information, it is intended only as a general guide to certain limited aspects of the U.S. tax treatment of the Scheme and the ongoing holding of the New AAM Shares and does not constitute tax advice.

ALL DOWLAIS SHAREHOLDERS (WHETHER OR NOT GENERALLY SUBJECT TO U.S. TAXES) SHOULD READ PARAGRAPH 17 OF PART TWO (EXPLANATORY STATEMENT) OF THIS DOCUMENT CAREFULLY AND IN CONJUNCTION WITH THE ACTION TO BE TAKEN SET OUT ON PAGES 14 TO 19 AND 71 TO 75 OF THIS DOCUMENT AND THE TAX CERTIFICATION FORM.

DOWLAIS SHAREHOLDERS WHO ARE UNSURE AS TO HOW U.S. TAX CONSIDERATIONS MAY IMPACT THEM SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

22. RECOMMENDATIONS

The Dowlais Directors, who have been so advised by Barclays and Rothschild & Co as to the financial terms of the Combination, consider the terms of the Combination to be fair and reasonable. In providing their advice to the Dowlais Directors, Barclays and Rothschild & Co have taken into account the commercial assessments of the Dowlais Directors. Barclays and Rothschild & Co are providing independent financial advice to the Dowlais Directors for the purposes of Rule 3 of the Code.

Accordingly, the Dowlais Directors recommend unanimously that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that Dowlais Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting, as the Dowlais Directors who hold Dowlais Shares have irrevocably undertaken to do in respect of their entire beneficial holdings of 3,996,900 Dowlais Shares, in aggregate, representing approximately 0.3 per cent. of the issued share capital of Dowlais as at the Latest Practicable Date.

The AAM Directors have unanimously approved the Combination and recommend that AAM Shareholders vote in favour of the issuance of the New AAM Shares in connection with the Combination.

23. FURTHER INFORMATION

Your attention is drawn to further information contained in Part Two (*Explanatory Statement*), Part Three (*Conditions to the Implementation of the Scheme and to the Combination*), Part Four (*The Scheme of Arrangement*) and Part Nine (*Additional Information on Dowlais and AAM*) of this Document which provide further details concerning the Scheme.

The AAM Proxy Statement was filed with the SEC on 2 June 2025 and is available on Dowlais' website at www.dowlais.com/AAMcombination and AAM's website at www.aam.com/investors/offer-for-Dowlais-Group-plc.

You are advised to read the whole of this Document and accompanying Forms of Proxy, Form of Election and Tax Certification Form and not just rely on the summary information contained in this letter or the Explanatory Statement.

Yours faithfully,

Simon Mackenzie Smith
Chair
Dowlais Group plc

PART TWO

EXPLANATORY STATEMENT

EXPLANATORY STATEMENT

(In compliance with section 897 of the Companies Act 2006)

To the holders of Dowlais Shares and, for information only, to holders of options or awards under the Dowlais Share Plans and persons with information rights.

Dear Shareholder

RECOMMENDED CASH AND SHARE COMBINATION OF DOWLAIS AND AAM

1. INTRODUCTION

On 29 January 2025 the boards of Dowlais and AAM announced that they had reached agreement on the terms of a recommended cash and share combination of Dowlais with AAM, to create the Combined Group. It is intended that the Combination will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

Your attention is drawn to the letter set out in Part One (*Letter from the Chair of Dowlais*) of this Document, which forms part of this Explanatory Statement. The letter contains, among other things, (i) the Dowlais Directors' unanimous recommendation that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and Dowlais Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting, and (ii) information on the background to, and reasons for, giving the above recommendation.

Your attention is also drawn to the AAM Proxy Statement which was filed with the SEC on 2 June 2025.

The Dowlais Directors have been advised by Barclays and Rothschild & Co in connection with the financial terms of the Combination. We have been authorised by the Dowlais Directors to write to you to explain the terms of the Combination and to provide you with other relevant information.

This Part Two (*Explanatory Statement*) contains a summary of the terms of the Scheme, while the terms of the Scheme are set out in full in Part Four (*The Scheme of Arrangement*) of this Document.

Statements made or referred to in this letter regarding AAM's reasons for the Combination, information concerning the business of the AAM Group, the financial effects of the Combination on AAM and/or the Combined Group and/or intentions or expectations of or concerning the AAM Group and/or the Combined Group reflect the views of the AAM Directors.

Statements made or referred to in this letter regarding the background to and reasons for the recommendation of the Dowlais Directors, information concerning the business of the Dowlais Group and/or intentions or expectations of or concerning the Dowlais Group prior to completion of the Combination reflect the views of the Dowlais Directors.

2. SUMMARY OF THE TERMS OF THE COMBINATION AND THE SCHEME

It is proposed that the Combination will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act between Dowlais and Scheme Shareholders, pursuant to which AAM will acquire all of the issued and to be issued Dowlais Shares. The Scheme requires and is conditional on, amongst other things, the approval of the Scheme Shareholders at the Court Meeting, the approval of the Special Resolution by Dowlais Shareholders at the General Meeting, the issuance of the New AAM Shares at the AAM Shareholder Meeting, as well as the sanction of the Court at the Court Hearing.

Under the terms of the Combination, which is subject to the satisfaction (or, where applicable, waiver) of the Conditions and further terms set out in Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document, as announced on 29 January 2025 and

subsequently amended in respect of the MASP Cancellation, Scheme Shareholders at the Scheme Record Time will be entitled to receive:

**for each Dowlais Share held: 0.0881 New AAM Shares; and
43 pence in cash.**

Under the terms of the Combination Dowlais Shareholders were also entitled to receive, for each Dowlais Share held at the Dividend Record Date, 2.8 pence in the form of a final cash dividend which was paid to shareholders by Dowlais on 29 May 2025 (the “**FY24 Dividend**”). Further information on dividends is set out in paragraph 3 of Part One of this Document (*Letter from the Chair of Dowlais*).

Based on the closing AAM share price of \$5.82 and £/U.S.\$ exchange rate of 1.2434 on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced), the terms of the Combination (including the FY24 Dividend) represented a total implied value of each Dowlais Share of 87.0 pence per share (the “**Offer Value**”).

The Offer Value implies Dowlais’ entire issued and to be issued share capital is valued at approximately £1.16 billion on a fully diluted basis.

The Offer Value represents a premium of approximately:

- (A) 27 per cent. to the Closing Price of 68 pence for each Dowlais Share as at the close of business on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced);
- (B) 48 per cent. to the volume-weighted average price of 59 pence for each Dowlais Share for the three-month period ended on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced); and
- (C) 49 per cent. to the volume-weighted average price of 59 pence for each Dowlais Share for the six-month period ended on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced).

Based on the closing AAM share price of \$4.23 and £/U.S.\$ exchange rate of 1.3429 on the Latest Practicable Date, the terms of the Combination (including the FY24 Dividend) value each Dowlais Share at 73.6 pence per share and represent a premium of 8 per cent. to the Closing Price per Dowlais Share of 68 pence on 28 January 2025 (being the last Business Day prior to the date the Offer Period commenced). Whilst the per share value of Dowlais has increased as a result of the MASP Cancellation, neither the total value of Dowlais implied by the terms of the Combination nor the total aggregate consideration that Dowlais Shareholders will receive under the terms of the Combination has changed (other than insignificant changes as a result of rounding).

The Dowlais Directors note the recent disruption to the global automotive industry as a result of tariff-related policies and the consequent effect on trading valuations across the automotive sector and AAM specifically, which the Dowlais Directors believe has also been impacted by short-term transaction-related share trading. While the current market volatility has impacted on the headline premium in respect of the Offer Value, the Dowlais Directors do not believe it undermines the long-term strategic and financial rationale of the deal and the value creation opportunity it represents, as well as delivering a substantial immediate cash return to Dowlais Shareholders.

If the Scheme becomes effective, it will result in the issue of approximately 117,000,000 New AAM Shares to Scheme Shareholders. Assuming that all of the New AAM Shares to be issued pursuant to the Combination had been issued by that time, Scheme Shareholders will hold approximately 49 per cent. and AAM Shareholders will hold approximately 51 per cent. of the issued and outstanding common stock of the Combined Group immediately following the Effective Date.

Dowlais Shareholders (other than Election Restricted Shareholders) may elect, subject to availability, to vary the proportions in which they receive cash and New AAM Shares in respect of their holdings in Dowlais Shares. However, the total number of New AAM Shares to be issued and the maximum aggregate amount of cash to be paid under the terms of the Combination will not be varied as a result of elections under the Mix and Match Facility. Accordingly, satisfaction of elections made by Dowlais Shareholders under the Mix and Match Facility will depend on the extent to which other Dowlais Shareholders make offsetting elections. Further information on the Mix and Match Facility is set out in paragraph 7 of this Part and in Part Six (*Notes for Making Elections Under the Mix and Match*) of this Document.

The New AAM Shares will not be registered under the U.S. Securities Act and will be issued pursuant to the exemption from registration provided by Section 3(a)(10) under the U.S. Securities Act. The New AAM Shares will rank *pari passu* in all respects with the AAM Shares in issue at the time the New AAM Shares are issued pursuant to the Combination, including the right to receive and retain dividends as other distributions declared, made or paid after the Effective Date. The New AAM Shares will be issued following implementation of the Scheme to Scheme Shareholders on the register at the close of business at the Scheme Record Time.

Fractions of New AAM Shares will not be allotted to Dowlais Shareholders. Instead, any Dowlais Shareholder who would have been entitled to such fractional entitlement shall receive, in lieu of such fractional entitlements, cash in an amount (rounded down to the nearest penny) equal to such fractional entitlement (which such Dowlais Shareholder would otherwise have been entitled) multiplied by the last reported sale price of AAM Shares on the New York Stock Exchange (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source selected by AAM) on the last Business Day prior to the Effective Date.

Applications will be made to the New York Stock Exchange for the New AAM Shares to be admitted to trading on the New York Stock Exchange, and, as announced on 15 May 2025, AAM intends to apply to the FCA for all of the AAM Shares (including the New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List and to the London Stock Exchange for all of the AAM Shares (including the New AAM Shares) to be admitted to trading on the London Stock Exchange's Main Market for listed securities.

The Combination is subject to the Conditions set out in Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document, including the sanction of the Scheme by the Court.

3. DIVIDENDS

Please refer to paragraph 3 of Part One (*Letter from the Chair of Dowlais*) of this Document for further details on the treatment of any dividends announced, declared, paid or made or which become payable by either Dowlais or AAM before the Effective Date.

4. MELROSE ESOT

Upon the demerger of Dowlais from Melrose Industries PLC ("**Melrose**"), 27,865,471 Dowlais Shares (being 2.1 per cent. of the total issued ordinary shares of Dowlais as at 29 January 2025), were placed in the Melrose ESOT to satisfy options over Dowlais Shares granted by Melrose to individuals (being certain Melrose group employees and executive directors) ("**MASP Options**") under the Melrose Automotive Share Plan (the "**MASP**"). The MASP and the Melrose ESOT were operated independently from Dowlais and Dowlais had no oversight of either of these, including over the terms of the MASP.

As set out in the Rule 2.7 Announcement, AAM agreed that, to the extent that the Dowlais Shares held by the Melrose ESOT were repurchased by Dowlais for nil consideration prior to Completion and cancelled (the "**Cancelled Shares**"), AAM would increase the cash consideration and the number of New AAM Shares payable in respect of each Dowlais Share held pursuant to the Combination so as to allocate the cash consideration and New AAM Shares which the Cancelled Shares would have received on Completion to the Dowlais Shareholders based on the fully diluted share capital of Dowlais at the time of such cancellation, with cash consideration rounded to the nearest pence and the number of New AAM Shares to four decimal places.

On 5 June 2025, AAM and Dowlais announced that 27,865,471 Dowlais Shares previously held by the Melrose ESOT (being all of the Dowlais Shares that had been placed in the Melrose ESOT) had been transferred to Dowlais for nil consideration and cancelled. Following the MASP Cancellation, and as set out in paragraph 2 of this Explanatory Statement, the consideration payable for each Dowlais Share was increased accordingly. Whilst the per share value of Dowlais has increased as a result of the MASP Cancellation, neither the total value of Dowlais implied by the terms of the Combination nor the total aggregate consideration that Dowlais Shareholders will receive under the terms of the Combination has changed (other than insignificant changes as a result of rounding).

For the purpose of this paragraph 4, the fully diluted share capital of Dowlais at the time of the MASP Cancellation was calculated on the basis of:

- (A) the issued share capital of Dowlais at the time of the MASP Cancellation; plus
- (B) all Dowlais Shares which may be issued on or after the date of MASP Cancellation on the vesting of awards under the Dowlais Share Plans as at close of business of the day prior to the MASP Cancellation; less
- (C) the number of Dowlais Shares held by the employee benefit trust operated by Dowlais that can be used to satisfy the vesting of awards under the Dowlais Share Plans as at close of business of the day prior to the MASP Cancellation.

5. BACKGROUND TO AND REASONS FOR THE RECOMMENDATION

Information relating to the background to and reasons for the Dowlais Directors' recommendation of the Combination is set out in paragraph 4 of Part One (*Letter from the Chair of Dowlais*) of this Document.

6. FINANCIAL BENEFITS AND EFFECTS OF THE COMBINATION AND POTENTIAL SYNERGIES

Information relating to the financial benefits and effects of the Combination and potential synergies is set out in paragraph 6 of Part One (*Letter from the Chair of Dowlais*) of this Document.

7. MIX AND MATCH FACILITY

Dowlais Shareholders (other than Election Restricted Shareholders) are being offered the opportunity to elect, subject to off-setting elections, to vary the proportions in which they receive New AAM Shares and cash in respect of their holdings of Dowlais Shares under the Mix and Match Facility.

Under the terms of the Combination, which is subject to the conditions set out in Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document, Dowlais Shareholders will receive New AAM Shares and cash in consideration for each Dowlais Share held.

Each Dowlais Shareholder (other than Restricted Shareholders) will automatically receive the Standard Consideration. The Mix and Match Facility, however, allows Dowlais Shareholders (other than Election Restricted Shareholders) to elect:

- (A) to exchange some or all of their total New AAM Share Entitlement for more cash (in addition to the default Cash Entitlement); or
- (B) to exchange some or all of their total Cash Entitlement for more New AAM Shares (in addition to the default New AAM Share Entitlement).

Mix and Match Elections may only be made in respect of whole numbers of Dowlais Shares. Irrespective of the number of Dowlais Shareholders who elect for more cash or more New AAM Shares under the Mix and Match Facility, the maximum number of New AAM Shares that will be issued and the maximum amount of cash that will be paid under the terms of the Combination will not be varied. Based on the number of Dowlais Shares in issue as at the Latest Practicable Date prior to publication of this Document, being 1,316,658,644, it is expected that approximately 117,000,000 New AAM Shares will be issued under the terms of the Combination and Dowlais Shareholders will receive, in aggregate, approximately £572 million in cash.

The entitlements of Dowlais Shareholders under the Mix and Match Facility will be based on the Mix and Match Reference Price, which will be calculated using the 5 Day VWAP of AAM Shares as at the close of trading on the NYSE on the Trading Day falling immediately prior to the Scheme Record Date (the "**Measurement Date**") (such AAM share price being the "**AAM Mix and Match Price**"), converted into pounds sterling based on the closing spot rate of exchange for GBP into USD as published by Bloomberg L.P. on the Measurement Date (the "**Mix and Match FX Rate**"). The Mix and Match Reference Price will therefore be calculated as follows:

$$\text{Mix and Match Reference Price} = \frac{\text{AAM Mix and Match Price}}{\text{Mix and Match FX Rate}}$$

Dowlais Shareholders will, therefore, be permitted to vary the proportions in which they receive New AAM Shares and cash in respect of their holdings of Dowlais Shares on the basis of:

1 New AAM Share for an amount of cash equal to the Mix and Match Reference Price

As an illustrative example, based on the 5 Day VWAP of AAM Shares on the Latest Practicable Date (being \$4.38) and the Mix and Match FX Rate on the Latest Practicable Date (being 17 June 2025):

$$\text{Mix and Match Reference Price} = \frac{\$4.38 \text{ (being the AAM Mix and Match Price)}}{1.3429 \text{ (being the Mix and Match FX Rate)}}$$

which would mean that, based on the current Cash Entitlement and New AAM Share Entitlement, Dowlais Shareholders could make elections on the following basis:

- (A) for every 0.0881 New AAM Share, approximately 29 pence in cash to add to the 43 pence per Dowlais Share already due, so as to surrender all of their New AAM Share Entitlement in respect of that Dowlais Share;¹ or
- (B) for every 43 pence in cash, approximately 0.1317 of a New AAM Share to add to the 0.0881 New AAM Shares already due, so as to surrender all of their Cash Entitlement in respect of that Dowlais Share².

A Dowlais Shareholder who makes a successful election in respect of a Dowlais Share to exchange some or all of their total New AAM Share Entitlement for more cash would therefore receive a cash amount in respect of that Dowlais Share equal to:

Cash Entitlement + (New AAM Share Entitlement x the Mix and Match Reference Price)

A Dowlais Shareholder who makes a successful election in respect of a Dowlais Share to exchange some or all of their total Cash Entitlement for more New AAM Shares would therefore receive an amount in New AAM Shares in respect of that Dowlais Share equal to:

New AAM Share Entitlement + (Cash Entitlement/the Mix and Match Reference Price)

A Dowlais Shareholder who makes a Mix and Match Election in respect of some or all of its Dowlais Shares will receive the Standard Consideration for any Dowlais Shares which are subject to unsuccessful Mix and Match Elections where there are insufficient off-setting elections. The illustrative examples above show only the alternative consideration that would be received for one Dowlais Share which is subject to a successful Mix and Match Election. Dowlais Shareholders who make a Mix and Match Election will not know whether their Mix and Match Elections have been successful (and therefore the exact amounts of cash and New AAM Shares that they will receive) until the Effective Date, on which date an announcement will be made via a Regulatory Information Service stating the values of the AAM Mix and Match Price, the Mix and Match FX Rate and the Mix and Match Reference Price and the approximate extent to which elections under the Mix and Match Facility will be satisfied.

If the Standard Consideration is revised under the terms of the Combination the Cash Entitlement and New AAM Share Entitlement under the Mix and Match Facility will be such entitlement as is due to Dowlais Shareholders under the revised terms of the Combination.

Mix and Match Elections may only be made in respect of whole numbers of Dowlais Shares. Irrespective of the number of Dowlais Shareholders who elect for more cash or more New AAM Shares under the Mix and Match Facility, the maximum number of New AAM Shares that will be issued and the maximum amount of cash that will be paid under the terms of the Combination will not be varied. Based on the number of Dowlais Shares in issue as at the Latest Practicable Date prior to publication of this Document, being 1,316,658,644, it is expected that approximately 117,000,000 New AAM Shares will be issued under the terms of the Combination and Dowlais Shareholders will receive, in aggregate, approximately £572 million in cash.

¹ The full amount of cash for every 0.0881 New AAM Shares will be rounded to 10 decimal places.

² The full amount of a New AAM Share for every 43 pence will be rounded to 10 decimal places.

Accordingly, Mix and Match Elections made by Dowlais Shareholders under the Mix and Match Facility will be satisfied only to the extent that other Dowlais Shareholders make off-setting elections. To the extent that Mix and Match Elections cannot be satisfied in respect of all Dowlais Shares requested, elections will be scaled down on a pro rata basis and Dowlais Shareholders will receive the Standard Consideration in respect of any Dowlais Shares subject to unsuccessful elections (being the Cash Entitlement, which is 43 pence as at the date of this Document, and the New AAM Share Entitlement, which is 0.0881 New AAM Shares as at the date of this Document).

As a result of this and the method for calculating the Mix and Match Reference Price, Dowlais Shareholders who make a Mix and Match Election will not know the exact number of New AAM Shares or the amount of cash they will receive until the Effective Date. The Mix and Match Facility is conditional upon the Scheme becoming Effective.

The Mix and Match Facility will not affect the entitlement of any Dowlais Shareholder who does not make an election under the Mix and Match Facility. Any such Dowlais Shareholder will receive the Standard Consideration as described above.

The total number of New AAM Shares to be issued and the maximum aggregate amount of cash to be paid under the terms of the Combination will not be varied as a result of elections under the Mix and Match Facility.

Election Restricted Shareholders will not be sent a Form of Election and will not be entitled to participate in the Mix and Match Facility.

As discussed in more detail in paragraph 17 of this Part, Mix and Match Elections may impact a Dowlais Shareholder's U.S. federal income tax treatment of the Combination. For example, a Dowlais Shareholder should consider if a Mix and Match Election for more New AAM Shares could result in such Dowlais Shareholder not experiencing a meaningful reduction where such Dowlais Shareholder would have otherwise experienced a meaningful reduction had they received the Standard Consideration. As Mix and Match Elections will be satisfied only to the extent that other Dowlais Shareholders make off-setting elections, a Dowlais Shareholder who makes a Mix and Match Election for more New AAM Shares (even if such election is made in respect of their entire holding of Dowlais Shares) will not know the extent to which such Mix and Match Election has been satisfied, and accordingly such Dowlais Shareholder's treatment under the U.S. Deemed Dividend Tax, until the Effective Date.

Accordingly, a Dowlais Shareholder who intends to make a Mix and Match Election to receive more New AAM Shares should wait to receive the subsequent Tax Certification Form which will be sent to relevant Dowlais Shareholders shortly after the Effective Date, as such Dowlais Shareholder will need to know the number of shares received in the Combination in order to carry out the calculation in the Tax Certification Form.

Further information on the Mix and Match Facility and how a Dowlais Shareholder may make elections can be found within the Form of Election and in Part 6 (*Notes for Making Elections under the Mix and Match*) of this Document.

8. AAM'S INTENTIONS AND STRATEGIC PLANS FOR DOWLAIS AND THE COMBINED GROUP

8.1 Board, management team and employees of the Combined Group

AAM recognises and greatly respects the expertise and experience of Dowlais' management and employees. Consequently, AAM places significant importance on the continued contributions of Dowlais' employees to the success of the Combined Group following completion of the Combination. AAM intends to integrate the businesses and blend the management teams to ensure that management experience and expertise is retained for the benefit of the Combined Group as a whole.

David C. Dauch will serve as the Chairman and Chief Executive Officer of the Combined Group. In addition, as stated in the Rule 2.7 Announcement, Roberto Fioroni (Chief Financial Officer, Dowlais), Helen Redfern (Chief People, Sustainability and Communications Officer, Dowlais), Markus Bannert (Chief Executive Officer, GKN Automotive), and Jean-Marc Durbuis (Chief Executive Officer, GKN Powder Metallurgy) have been invited to join existing AAM executives as part of the senior executive management team of the Combined Group, in roles to be confirmed. However, following preliminary discussions with Ms. Redfern regarding joining the senior

executive management team, she has indicated that she wishes to pursue other opportunities. There has been no discussion of incentivisation arrangements for these or other members of Dowlais' senior management team.

It is also expected that Simon Mackenzie Smith (Chair, Dowlais) and Fiona MacAulay, who currently serve on the Dowlais Board, will join the Board of AAM following completion of the Combination.

At the same time, AAM intends to optimise the structure of the Combined Group to achieve the anticipated benefits of the Combination. Preliminary evaluations suggest that annual run rate cost synergies of approximately \$300 million are expected to be substantially achieved by the end of the third full year following completion of the Combination. These synergies would be achieved through efficiencies across SG&A, procurement, and operational efficiencies.

While no decisions have been taken, following the synergy analysis AAM intends a headcount reduction potentially up to approximately 2.5 per cent. of the total Combined Group workforce. Any headcount reduction would emphasise the best-in-class approach AAM intends to take and, therefore, the impact as between employees of the AAM Group and Dowlais Group will be determined as part of the integration. This expected reduction primarily involves: (i) duplicative corporate, head office, administrative and senior management positions across AAM's and Dowlais' respective businesses; and (ii) potential consolidation of certain manufacturing and R&D facilities, as further referenced below. Provisionally, AAM has identified approximately 500 roles across the Combined Group (which is inclusive of the approximately 70 positions referred to below as a result of overlap within the R&D functions) that appear to be duplicative, representing approximately 1 per cent. of the combined workforce. Additionally, with respect to potential facility consolidation and operating improvements, AAM intends to make further headcount reductions potentially up to an additional headcount reduction of approximately 750 positions, representing approximately 1.5 per cent. of the total combined workforce.

The finalisation and implementation of any headcount reductions will be subject to comprehensive planning and appropriate engagement with stakeholders, including any required information and consultation processes with any affected employees and any applicable employee representative bodies. Any affected individuals will be treated in a manner consistent with AAM's and Dowlais' high standards, culture and practices and in compliance with all applicable laws. AAM intends to approach employee and management integration with the aim of retaining and motivating the best talent across the Combined Group to create a best-in-class organisation.

As set out in the Co-operation Agreement, AAM has agreed that there will be no material changes to the remuneration or conditions of employment of Dowlais employees for a period of 12 months following the Combination. However, AAM does intend to review the alignment of the remuneration and incentivisation arrangements between employees and management of the Combined Group as part of its longer term integration planning. This review will also cover other policies within the Combined Group, with a view to potentially harmonising these arrangements for employees and management across the Combined Group, particularly those in equivalent positions, over time as is appropriate and where possible. The finalisation and implementation of any such harmonisation will be subject to comprehensive planning and appropriate engagement with stakeholders, including any required information and consultation processes with any affected employees and applicable employee representative bodies.

AAM acknowledges the importance and value of Dowlais' employee share-based incentive arrangements as further detailed at paragraph 14 of this Explanatory Statement. In due course, participants in those arrangements will be contacted regarding the effect of the Combination on their outstanding awards. Details of the effect of the Combination on outstanding awards will also be set out in the Scheme Document. Additionally, AAM intends, following the completion of the Combination, to extend AAM's share-based incentive arrangements to relevant Dowlais' employees on a basis consistent with arrangements for equivalent employees of AAM, considering their expected roles within the Combined Group.

8.2 Headquarters, headquarter functions, locations and fixed assets

The Combined Group will have its global headquarters in Detroit, Michigan, USA. Consequently, it is anticipated that following completion of the Combination and a subsequent orderly handover of activities as part of the wider integration, Dowlais' current headquarters office in London, UK, would be closed at the appropriate time, subject to appropriate engagement with stakeholders, including any required information and consultation processes with affected employees regarding relocation or severance. In addition, the Combined Group will continue to have business offices in each major region of the world.

Following completion of the Combination, AAM intends to evaluate the business, technical, and manufacturing locations and fixed assets of both AAM and Dowlais to optimise the performance of the Combined Group. In conducting such evaluation AAM will look to maximise synergies whilst taking a best of both approach. This evaluation is expected to result in the rationalisation of certain sites currently operated by AAM and/or Dowlais. To the extent any rationalisation results in a headcount reduction, AAM intends to adopt a best-in-class approach to reflect the functions and roles going forward at each location.

While AAM has been able to carry out certain preliminary site visits at a limited number of Dowlais' manufacturing facilities, it does not have sufficiently detailed plant-level information relating to capacity, utilisation, capabilities and available site space, and therefore has been unable to make definitive plans with respect to specific manufacturing locations. Preliminary analysis suggests that optimising the Combined Group's existing footprint would, in addition to the consolidation of R&D facilities mentioned below, potentially involve the closure or combination of some manufacturing facilities globally, although the specific number and locations have not yet been identified. It is expected any consolidation will be done on a business unit and regional basis. All business location rationalisation will be implemented in accordance with applicable law, be subject to comprehensive planning and appropriate engagement with stakeholders, including any required information and consultation processes with any affected employees and applicable employee representative bodies.

The headcount reduction resulting from the foregoing consolidations is included in the 2.5 per cent. headcount reduction referred to above.

8.3 Innovation, research and development

AAM values the historic and ongoing investment that Dowlais has made in its technology, as well as the infrastructure and expertise within the Dowlais Group to maintain and enhance its existing customer offerings. AAM is dedicated to being at the forefront of development within the industry, and as such believes that the Combined Group's research and development (R&D) capability is integral to its strategy for long-term sustainable growth and the success of the Combined Group. This involves driving the pace of innovation by employing the best talent and committing meaningful investments to create and expand future opportunities. AAM's board and management believe that combining AAM and Dowlais' R&D Dowlais' capabilities will enable the development of innovative solutions to support internal combustion engine (ICE), hybrid and electric powertrains.

While AAM intends to retain Dowlais' R&D capabilities, it is expected that, following completion of the Combination, at an appropriate time Dowlais' existing facilities in Auburn Hills, Michigan, which house R&D and other functions, will be consolidated into AAM's advanced design and technical centre which is adjacent to AAM's global headquarters in Detroit, Michigan, and its facility in Rochester Hills, Michigan, both of which are in close proximity to Auburn Hills. Such integration will involve comprehensive planning and appropriate engagement with employees and other stakeholders.

It is also expected that there will be a headcount reduction of approximately 70 positions globally within the R&D functions of the Combined Group because of overlapping projects, activities and management teams as well as certain operating efficiencies inclusive of any headcount reduction resulting from consolidation of the R&D facilities in Michigan. This expected headcount reduction is included within the 2.5 per cent. referenced above. Consistent with AAM's intended approach to headcount reductions across the Combined Group the headcount reductions in R&D will be conducted with the aim of retaining the best talent across the Combined Group.

8.4 Pensions

AAM does not intend to make any changes to the agreed employer contributions into Dowlais' existing defined benefit and defined contribution pension schemes. This includes maintaining the current arrangements for funding Dowlais' defined benefit pension schemes, the level of benefits for existing members, and the admission of new members to these pension schemes following the Effective Date.

AAM has held discussions with the trustee of the Dowlais' UK pension schemes. The trustee has confirmed that, based on the information provided by AAM and the representations made prior to the date of the Rule 2.7 Announcement, it has no reason to believe that the Combination would have a material adverse effect on the employer covenant or likelihood of benefits being received. Additionally, AAM has agreed to maintain an open dialogue with the trustee in relation to any future changes that might affect the covenant supporting Dowlais' UK pension schemes.

8.5 Arrangements between AAM and Dowlais management

In order to promote the retention of Liam Butterworth and Roberto Fioroni, currently Chief Executive Officer ("**CEO**") and Chief Financial Officer ("**CFO**") of Dowlais respectively, through to Completion, AAM has agreed that it will make cash payments of 150 per cent. to the CEO and 120 per cent. to the CFO of their base salary (the "**Executive Director Transaction Awards**"), as detailed in the Co-operation Agreement. The Executive Director Transaction Awards will be paid, conditional on Completion and Dowlais being delisted from the London Stock Exchange: (i) 50 per cent. within 30 days of Completion; and (ii) 50 per cent. within 30 days of the date that is six months after Completion. Payment of the Executive Director Transaction Awards is subject to the CEO or CFO (as relevant) being employed by the Combined Group and not under notice on the relevant payment date or having been subject to, or received notice of, a Qualifying Termination (as defined in the Co-operation Agreement) before the relevant payment date. In the event of the CEO or CFO being subject to a Qualifying Termination, the Executive Director Transaction Award will be payable as soon as practicable after termination of employment.

In order to promote the retention of John Nicholson and Helen Redfern, currently General Counsel ("**GC**") and Chief People, Sustainability and Communications Officer ("**CPSCO**") of Dowlais respectively, through to Completion, Dowlais will make cash payments of 222 per cent. to the GC and 117 per cent. to the CPSCO of their base salary (the "**Retention Awards**"). The Retention Awards will be paid: (i) 50 per cent. within 30 days of Completion; and (ii) 50 per cent. within 30 days of the date that is six months after Completion. Payment of the Retention Awards is subject to the GC or CPSCO (as relevant) being employed by the Combined Group and not under notice on the relevant payment date or having been subject to, or received notice of, a Qualifying Termination (as defined in the Co-operation Agreement) before the relevant payment date. In the event of the GC or CPSCO being subject to a Qualifying Termination, the Retention Award will be payable as soon as practicable after termination of employment.

As required by, and solely for the purposes of, Rule 16.2 of the Code, Barclays and Rothschild & Co have reviewed the terms of the CEO Executive Director Transaction Award, CFO Executive Director Transaction Award, the GC Retention Award and the CPSCO Retention Award together with other information deemed relevant and confirmed that, in their opinion, the Executive Director Transaction Awards and the Retention Awards are fair and reasonable. In providing their advice, Barclays and Rothschild & Co, have taken into account the commercial assessments of the Dowlais Directors. Barclays and Rothschild & Co are acting as the independent financial advisers to Dowlais for the purposes of Rule 3 of the Code.

8.6 Other items

As part of the Combination, any AAM Shares issued to Dowlais Shareholders will be authorised for primary listing on the New York Stock Exchange, and, as announced on 15 May 2025, AAM intends to apply to the FCA for all of the AAM Shares (including the New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List and to the London Stock Exchange for all of the AAM Shares (including the New AAM Shares) to trading on the London Stock Exchange's Main Market for listed securities.

The Dowlais Shares are currently admitted to the equity shares (commercial companies) category of the Official List and to trading on the London Stock Exchange's Main Market for listed securities and, as set out in paragraph 15 of this Explanatory Statement, before the Effective Date, an application shall be made to the FCA and the London Stock Exchange to cancel such admissions to listing and trading, to take effect on the Business Day following the Effective Date. Dowlais is also expected to be re-registered as a private company on or after the Effective Date.

No statements in this paragraph 8 constitute “post-offer undertakings” for the purposes of Rule 19.5 of the Code.

9. CONDITIONS

The Combination and, accordingly, the Scheme is subject to a number of conditions set out in full in Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document, including:

- (A) the Court Meeting and the General Meeting being held no later than the 22nd day after the scheduled date of the Meetings or such later date as AAM and Dowlais may agree and the Court may allow (if approval from the Court is required);
- (B) approval of the resolution proposed at the Court Meeting by the requisite majority of the Scheme Shareholders;
- (C) approval of the Special Resolution necessary to implement the Scheme by the requisite majority of the Dowlais Shareholders at the General Meeting;
- (D) the receipt of certain merger control and regulatory clearances;
- (E) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to AAM and Dowlais);
- (F) the delivery of a copy of the Court Order to the Registrar of Companies; and
- (G) the receipt of confirmation by AAM that the New AAM Shares have been approved for listing, subject to official notice of issuance, on the New York Stock Exchange.

The Scheme will require approval by Scheme Shareholders at the Court Meeting and the passing of a special resolution by Dowlais Shareholders at the General Meeting and the sanction of the Court at the Court Hearing. The Meetings and the nature of the approvals required to be given at them are described in more detail in paragraph 11 below. All Scheme Shareholders are entitled to attend the Court Hearing in person or through representation to support or oppose the sanctioning of the Scheme.

The Combination is also conditional on AAM Shareholders passing the resolution to amend AAM's certificate of incorporation to increase the number of authorised AAM Shares. To be passed, the resolution requires a vote in favour of a simple majority of the votes cast.

In relation to the receipt of regulatory and merger control clearances in connection with the Combination:

- (A) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the “HSR Act”) (which commenced on 7 February 2025 upon submission of the required Notification and Report forms with the Federal Trade Commission and Antitrust Division of the U.S. Department of Justice) expired at 11.59 p.m. (Eastern Time) on 10 March 2025;
- (B) On 27 May 2025, following the submission of the required notice on 11 April 2025 to the Competition Commission of India (the “CCI”), the CCI issued a communication under sub-regulation (1) of Regulation 28 of the Competition Commission of India (Combinations) Regulations, 2024, unconditionally approving the Combination under Section 31(1) of the Competition Act, 2002;
- (C) On 29 May 2025, following the submission of the application for authorization of foreign direct investment on 24 March 2025 to the Commission for the Examination of Foreign Direct Investments (the “CEISD”), through the Competition Council acting as Secretariat of CEISD, the

Plenum of the Competition Council issued a decision authorising the foreign direct investment arising as a result of the Combination in Romania; and

- (D) On 30 May 2025, the Korea Fair Trade Commission (the “**KFTC**”) issued an approval notification pursuant to the Monopoly Regulation and Fair Trade Act of the Republic of Korea (“**MRFTA**”) that the Combination does not violate Article 9 paragraph 1 (Restriction on Business Combination) of the MRFTA.

Dowlais continues to work with AAM on the other customary regulatory clearances to which the Combination is subject.

The Scheme can only become effective if all Conditions to the Scheme, including shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant Condition is waived). The Scheme will become effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration. Subject to the sanction of the Scheme by the Court, this is expected to occur during 2025 (subject to the satisfaction, or where permitted waiver, of the Conditions set out in Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document, including the EU Antitrust Condition, the U.S. Antitrust Condition, the China Antitrust Condition, the Brazil Antitrust Condition, the Mexico Antitrust Condition, the France FDI Condition, the Germany FDI Condition and the EU FSR Condition).

Unless the Scheme becomes effective by not later than 11.59 p.m. (London time) on the Long Stop Date, or such later date as Dowlais and AAM may agree and (if required) the Court and the Panel may allow, the Scheme will not become effective and the Combination will not proceed.

10. COMBINATION-RELATED ARRANGEMENTS

10.1 Confidentiality Agreement

AAM and Dowlais entered into the Revised Confidentiality Agreement on 14 January 2025 pursuant to which each of AAM and Dowlais has undertaken to keep certain information relating to the Combination and to the other party confidential and not to disclose such information to third parties (except to certain permitted parties) for the purposes of evaluating the Combination unless required by law or regulation. The Revised Confidentiality Agreement also contains: (i) reciprocal customary non-solicit provisions from the date of the Revised Confidentiality Agreement until 12 months after the earlier of the cessation of discussions between AAM and Dowlais in relation to the Combination and the termination or lapse of the Scheme (or, if the Combination is implemented by way of an Offer, the Offer); and (ii) customary standstill provisions applicable to AAM only for a period of 12 months after the date of the Revised Confidentiality Agreement, in each case subject to customary carve-outs. The Revised Confidentiality Agreement amended an earlier confidentiality agreement entered into between AAM and Dowlais on 29 October 2024, which was on the same terms as the Revised Confidentiality Agreement, save for the reciprocal non-solicit provisions applied for 12 months from 29 October 2024.

10.2 Clean Team Agreement

Dowlais and AAM entered into a Clean Team Agreement dated 13 December 2024, which sets out, among other things, how confidential information that is competitively sensitive can be disclosed, used or shared between Dowlais’ clean team individuals and/or external advisers retained by Dowlais and AAM’s clean team individuals and/or external advisers retained by AAM.

10.3 Joint Defense Agreement

Dowlais, AAM and their respective external legal counsels entered into a Joint Defense Agreement dated 6 December 2024, the purpose of which is to ensure that the exchange and/or disclosure of certain materials, in particular in relation to the antitrust and regulatory workstreams, only takes place between their respective external legal counsels and external regulatory experts, and does not diminish in any way the confidentiality of such materials and does not result in a waiver of any privilege, right or immunity that might otherwise be available.

10.4 Co-operation Agreement

AAM and Dowlais entered into a Co-operation Agreement dated 29 January 2025 pursuant to which, among other things:

- (A) AAM has agreed to use all reasonable endeavours to obtain the regulatory conditions and authorisations as soon as reasonably practicable following the date of the Announcement and in any event in sufficient time to enable the Effective Date to occur by the Long Stop Date;
- (B) AAM and Dowlais have agreed to certain customary undertakings to cooperate in relation to such regulatory clearances and authorisations; and
- (C) AAM has agreed to provide Dowlais with certain information for the purposes of the Scheme Document and otherwise assist with the preparation of the Scheme Document and Dowlais has agreed to provide AAM with certain information for the purposes of the AAM Proxy Statement.

The Co-operation Agreement records the intention of AAM and Dowlais to implement the Combination by way of the Scheme, subject to AAM's right to switch to an Offer in certain circumstances. AAM and Dowlais have agreed to certain customary provisions if the Scheme should switch to an Offer.

The Co-operation Agreement also contains provisions that shall apply in respect of Dowlais Shareholders' dividend entitlements and directors' and officers' insurance, as well as the Dowlais Share Plans, other incentive arrangements and other employee-related matters. AAM has agreed that from the date of the Co-operation Agreement until the Effective Date it shall not announce, declare, make or pay any dividends to AAM Shareholders. In addition, AAM has also committed, from the date of the Co-operation Agreement until the receipt of the AAM Shareholder approvals, not to solicit or engage in any discussions of alternative proposals to the Combination (subject to certain limited exceptions). The Co-operation Agreement provides that AAM will pay a break fee to Dowlais in the following amounts and circumstances (subject to certain exceptions and exclusions):

- (A) \$50 million, in cash, if AAM's Board no longer recommends the Combination or if AAM fails to hold the AAM Shareholder Meeting prior to the Long Stop Date;
- (B) \$50 million, in cash, if AAM invokes the Conditions set out in 3 (*Official authorisations and regulatory clearances*) and 6 (*General Third Party approvals*) of Part A of Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document or such Condition has not been satisfied or waived by AAM by the Long Stop Date; or
- (C) \$14 million, in cash, if AAM Shareholders do not approve the resolutions required to implement the Combination at the AAM Shareholder Meeting and there has been no change in the AAM Board's recommendation.

The Co-operation Agreement shall terminate in certain customary circumstances, including but not limited to:

- (A) if agreed in writing between AAM and Dowlais;
- (B) upon service of written notice by AAM to Dowlais if the Dowlais Directors change their recommendation in respect of the Combination;
- (C) upon service of written notice by either AAM or Dowlais to the other if: (i) a competing offer becomes effective or is declared or becomes unconditional; (ii) the Combination is withdrawn, terminates or lapses in accordance with its terms; (iii) prior to the Long Stop Date, any Condition has (with the consent of the Panel) been invoked by AAM; (iv) the Scheme is not approved at the Court Meeting, the Resolutions to be proposed at the General Meeting are not passed or the Court refuses to sanction the Scheme; (v) unless otherwise agreed by AAM and Dowlais in writing or required by the Panel, the Effective Date has not occurred by the Long Stop Date; or (vi) such resolution or resolutions as are necessary to approve, effect and implement the Combination, including to authorise the

creation, allotment and issue of the New AAM Shares, are not passed at the AAM Shareholder Meeting;

- (D) upon service of notice by Dowlais to AAM if: (i) AAM makes an announcement prior to publication of the AAM Proxy Statement that it will not convene the AAM Shareholder Meeting or it intends not to file the AAM Proxy Statement with the SEC or transmit it to AAM Shareholders; (ii) the AAM Proxy Statement does not include the AAM Directors' recommendation; or (iii) the AAM Directors change their recommendation in respect of the Combination; and
- (E) upon the Effective Date.

On 15 May 2025, AAM and Dowlais entered into a side letter agreement in relation to the Co-operation Agreement (the "**Side Letter**") pursuant to which AAM has undertaken to Dowlais to:

- (A) make an application to the FCA for all of the AAM Shares (including the New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List (in accordance with the UK Listing Rules and FSMA); and
- (B) make an application for all of the AAM Shares (including the New AAM Shares) to be admitted to trading on the Main Market for listed securities of the London Stock Exchange,

in each case such that AAM Shares (including the New AAM Shares) will be admitted to trading on the Main Market for listed securities of the London Stock Exchange upon the Combination becoming Effective in accordance with its terms.

The Side Letter contains certain customary undertakings from Dowlais regarding the provision of information necessary in connection with the applications for Admission.

10.5 Pensions Agreement

AAM, Dowlais and the trustees (the "**Trustees**") of Dowlais' UK defined benefit pension schemes (the "**Pension Schemes**") entered into a pensions agreement dated 29 January 2025. In summary, AAM has agreed that, with effect from and conditional on Completion: (i) it will consult with the Trustees before changing the key terms of the material intercompany balances of the main entities supporting the Pension Schemes' employer covenant and before effecting any intra-group reorganisation that would move material subsidiaries supporting the Schemes' employer covenant to another part of the Combined Group; (ii) it will share information with the Trustees at agreed regular intervals regarding the Combined Group's financial performance and business prospects, progress on delivering synergies and material corporate events; and (iii) it supports the objective of the GKN Group Pension Scheme No. 3 of achieving full funding on a low dependency funding basis by the "relevant date" in accordance with pensions legislation and will consider in good faith potential courses of action to achieve that objective as part of the next actuarial valuation. AAM has also provided confirmations about the information shared with the Trustees in connection with the Combination and the Trustees have confirmed that, based on the information provided by AAM and the representations made prior to the date of the Rule 2.7 Announcement, they consider that the Combination would not have a materially detrimental effect on the Pension Schemes. The agreement also contains customary confidentiality provisions subject to certain standard exceptions.

11. DESCRIPTION OF THE SCHEME AND THE DOWLAIS MEETINGS

11.1 Scheme

The Combination is to be implemented by means of a Court-sanctioned scheme of arrangement between Dowlais and the Scheme Shareholders who are on the register of members of Dowlais at the Scheme Record Time, under Part 26 of the Companies Act. This procedure requires approval by Scheme Shareholders at the Court Meeting and Dowlais Shareholders at the General Meeting, and sanction of the Scheme by the Court. The Scheme is set out in full in Part Four (*The Scheme of Arrangement*) of this Document.

The purpose of the Scheme is to provide for AAM to become the holder of the entire issued and to be issued share capital of Dowlais. In order to achieve this, the Scheme Shares held by Scheme Shareholders as at the Scheme Record Time will be transferred to AAM. In consideration for this transfer, AAM will allot and issue New AAM Shares to Scheme Shareholders (at the Scheme Record Time) on the basis set out in paragraph 2 of this Part Two (*Explanatory Statement*) of this Document.

11.2 Meetings

The Scheme will require the approval of Scheme Shareholders at the Court Meeting and Dowlais Shareholders at the separate General Meeting, both of which will be held at the offices of Slaughter and May, One Bunhill Row, London, EC1Y 8YY on 22 July 2025 at 11.00 a.m. and 11.15 a.m. respectively (or, in the case of the General Meeting, if later, as soon thereafter as the Court Meeting has been concluded or adjourned).

The Court Meeting is being held with the permission of the Court to seek the approval of Scheme Shareholders for the Scheme. The approval required at the Court Meeting is a majority in number of the Scheme Shareholders who are present and vote, whether in person or by proxy, at the Court Meeting and who represent 75 per cent. or more in value of the Scheme Shares voted by those Scheme Shareholders.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. Whether or not you intend to attend and/or vote at the Meetings, you are therefore strongly encouraged to return your Forms of Proxy as soon as possible.

The General Meeting is being convened to seek the approval of Dowlais Shareholders to enable the Dowlais Directors to implement the Scheme and to amend the Articles of Association as described below. Voting at the General Meeting will be by poll and each Dowlais Shareholder present in person or by proxy will be entitled to one vote for each Dowlais Share held as at the Voting Record Time. The approval required for the Special Resolution to be passed is at least 75 per cent. of the votes cast on such resolution (in person or by proxy). In respect of the Special Resolution, each Dowlais Shareholder will be entitled to cast one vote for each Dowlais Share held.

11.3 Amendments to Dowlais' Articles of Association

The Special Resolution to be proposed at the General Meeting contains provisions to amend the Articles of Association to ensure that any Dowlais Shares issued (other than to AAM):

- (A) between the General Meeting and the Scheme Record Time will be subject to the Scheme; and
- (B) after the Scheme Record Time will automatically be acquired by AAM on the same terms as under the Scheme. These provisions will avoid any person (other than AAM) holding Dowlais Shares after dealings in such shares have ceased on the London Stock Exchange.

The Special Resolution is set out in the notice of General Meeting in Part Twelve (*Notice of General Meeting*) of this Document and seeks the approval of Dowlais Shareholders for such amendments.

11.4 Entitlement to vote at the Meetings

Each Scheme Shareholder (in respect of the Court Meeting) and Dowlais Shareholder (in respect of the General Meeting) who is entered in Dowlais' register of members at the Voting Record Time (expected to be 6.30 p.m. (London time) on 18 July 2025) will be entitled to attend and vote (in person or by proxy) on all resolutions to be put to the Court Meeting and General Meeting respectively. If either Meeting is adjourned, only those Dowlais Shareholders on the register of members at 6.30 p.m. on the day which is two Business Days before the relevant adjourned Meeting will be entitled to attend (in person or by proxy). Each eligible Dowlais Shareholder is

entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of him or her. A proxy need not be a Dowlais Shareholder.

The completion and return of the Forms of Proxy will not prevent you from attending and voting at the Court Meeting or the General Meeting if you are entitled to and wish to do so.

If you are in any doubt as to whether or not you are permitted to vote at the Meetings (in person or by proxy), please contact Dowlais' Registrar, Equiniti, by calling the Shareholder Helpline between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding English and Welsh public holidays) on +44 (0) 333 207 6394. For deaf and speech impaired shareholders, Equiniti welcomes calls via Relay UK. Please see www.relayuk.bt.com for more information. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that calls to Equiniti may be monitored or recorded and no advice on the Combination or its merits, nor any legal, taxation or financial advice, can be given. Further information on the actions to be taken is set out in paragraph 19 of this Part Two (*Explanatory Statement*) of this Document.

12. AAM SHAREHOLDER APPROVAL AND THE AAM PROXY STATEMENT

AAM will hold the AAM Shareholder Meeting in connection with the proposed issuance of the New AAM Shares. At the AAM Shareholder Meeting, AAM Shareholders will be asked to consider and vote on proposals to: (i) amend AAM's certificate of incorporation to increase the number of authorised AAM Shares ("**Charter Amendment Proposal**"); (ii) approve the issuance of the New AAM Shares ("**Share Issuance Proposal**"); and (iii) adjourn the AAM Shareholder Meeting to a later date or time, if necessary or appropriate, to solicit additional proxies in the event that there are insufficient votes at the time of such adjournment to approve the Charter Amendment Proposal or the Share Issuance Proposal ("**Adjournment Proposal**"). Approval of the Charter Amendment Proposal requires the affirmative vote of the holders of a majority in voting power of the AAM Shares entitled to vote thereon at the AAM Shareholder Meeting. Approval of the Share Issuance Proposal requires the affirmative vote of the holders of a majority in voting power of the AAM Shares present in person or represented by proxy at the AAM Shareholder Meeting of and entitled to vote on the Share Issuance Proposal, provided that a quorum is present. Approval of the Adjournment Proposal, which is not a condition to the Combination, requires the affirmative vote of the holders of a majority in voting power of the AAM Shares present in person or represented by proxy at the AAM Shareholder Meeting and entitled to vote on the Adjournment Proposal, provided that a quorum is present.

The AAM Proxy Statement provides detailed information about the AAM Shareholder Meeting, the Combination, the Charter Amendment Proposal, the Share Issuance Proposal and the Adjournment Proposal. The AAM Proxy Statement was filed on 2 June 2025 and, together with the corresponding proxy card, has been sent to AAM Shareholders in connection with the solicitation of proxies to be voted at the AAM Shareholder Meeting.

13. THE DOWLAIS DIRECTORS AND THE EFFECT OF THE SCHEME ON THEIR INTERESTS

Details of the interests of the Dowlais Directors in the share capital of Dowlais, and awards in respect of such share capital, are set out in paragraph 3 of Part Nine (*Additional Information on Dowlais and AAM*) of this Document. Scheme Shares held by the Dowlais Directors at the Scheme Record Time will be subject to the Scheme.

Details about irrevocable undertakings given to AAM by the Dowlais Directors, including the circumstances in which they cease to be binding, are set out in paragraph 13 of Part Nine (*Additional Information on Dowlais and AAM*) of this Document.

Particulars of the service agreements (including termination provisions) and letters of appointment of the Dowlais Directors are set out in paragraph 8 of Part Nine (*Additional Information on Dowlais and AAM*) of this Document.

Save as set out above, the effect of the Scheme on the interests of the Directors does not differ from the effect of the Scheme on the like interests of other Scheme Shareholders.

14. DOWLAIS SHARE PLANS

Participants in the Dowlais Share Plans will be contacted separately regarding the effect of the Scheme on their rights under the Dowlais Share Plans and with details of the arrangements applicable to them.

A summary of the effect of the Scheme on outstanding Awards under the Dowlais Share Plans is set out below. In the event of any conflict between the summary set out below and the rules of the relevant Dowlais Share Plan or the Dowlais Directors' Remuneration Policy (where applicable), the rules of the relevant Dowlais Share Plan and the Dowlais Directors' Remuneration Policy (where applicable), will prevail.

If participants receive Dowlais Shares as a result of the vesting of Awards before the Scheme Record Time, the Scheme will apply to those Dowlais Shares held at the Scheme Record Time in the same way as other Dowlais Shares.

As the Scheme will not extend to Dowlais Shares issued or transferred on or after the Scheme Record Time, it is proposed to amend the Articles of Association at the General Meeting to provide that, subject to the Scheme becoming Effective and the proposed amendments to the Articles of Association being approved at the General Meeting, any Dowlais Shares issued or transferred to any person on or after the Scheme Record Time (including in satisfaction of the vesting of any Awards granted under one of the Dowlais Share Plans) will be automatically transferred to, or to the order of, AAM on the same basis as under the Scheme.

Further information in respect of the proposed amendments to the Articles of Association is contained in the notice of General Meeting in Part Twelve (*Notice of General Meeting*) of this Document.

14.1 Dowlais PSP

Outstanding Awards granted under the PSP that have not otherwise vested before the Court Sanction Date will (in consequence of the Combination and in accordance with the participants' contractual rights under the PSP) vest on the Court Sanction Date (unless they lapse earlier in accordance with the rules of the PSP), subject to the Dowlais Remuneration Committee's decisions regarding performance assessment and time pro-rating, and any holding period shall cease to apply.

It is the current intention of the Dowlais Remuneration Committee to determine that PSP Awards will vest with no application of time pro-rating, subject to the satisfaction of performance conditions which will be assessed by the Dowlais Remuneration Committee on, or shortly before, the Court Sanction Date and it is the current expectation of the Dowlais Remuneration Committee that all PSP Awards will vest in full at a level of 100 per cent.

14.2 OSP Performance Awards

OSP Performance Awards

Outstanding OSP Performance Awards that have not otherwise vested before the Court Sanction Date will (in consequence of the Combination and in accordance with participants' contractual rights under the OSP) vest on the Court Sanction Date (unless they lapse earlier in accordance with the rules of the OSP), subject to the Dowlais Remuneration Committee's decisions regarding performance assessment and time pro-rating.

It is the current intention of the Dowlais Remuneration Committee to determine that the OSP Performance Awards will vest on the Court Sanction Date:

- (A) with no application of time pro-rating for 2023 OSP Performance Awards and subject to time pro-rating (rounded up to the nearest whole month) for all other OSP Performance Awards; and
- (B) subject to the satisfaction of performance conditions which will be assessed by the Dowlais Remuneration Committee on, or shortly before the Court Sanction Date and it is the current expectation of the Dowlais Remuneration Committee that OSP Performance Awards will vest in full at a level of 100 per cent.

Any dividend equivalents in respect of OSP Performance Awards which vest: (i) on the Court Sanction Date because of the Combination; or (ii) before the Court Sanction Date in the ordinary

course, in each case calculated in accordance with normal practice, will be settled in cash, subject to applicable deductions for income tax and employee's national insurance contributions or similar social security deductions.

Replacement of portion of award that lapses due to time pro-rating

As soon as reasonably practicable after Completion, AAM will grant transition awards to all individuals (each a "**Relevant OSP Performance Award Participant**") who: (i) held outstanding unvested OSP Performance Awards immediately before the Court Sanction Date, a portion of which lapsed on the Court Sanction Date as a result of the application of time pro-rating (after the assessment of applicable performance conditions by the Dowlais Remuneration Committee) (each a "**Relevant OSP Performance Award**"); and (ii) were employed by any member of the Dowlais Group on Completion (or immediately before Completion and who became employees of the AAM Group on or around Completion). Such transition awards will be granted over AAM Shares or, if the corresponding OSP Performance Award was a phantom award, as a cash award (see further below).

14.3 OSP Restricted Awards

Outstanding OSP Restricted Awards that have not otherwise vested before the Court Sanction Date will (in consequence of the Combination and in accordance with participants' contractual rights under the OSP) vest on the Court Sanction Date (unless they lapse earlier in accordance with the rules of the OSP), subject to the Dowlais Remuneration Committee's decisions regarding time pro-rating.

It is the current intention of the Dowlais Remuneration Committee to determine that the OSP Restricted Awards will vest on the Court Sanction Date with no application of time pro-rating for 2023 OSP Restricted Awards and subject to time pro-rating (rounded up to the nearest whole month) for all other OSP Restricted Awards.

Any dividend equivalents in respect of OSP Restricted Awards which vest: (i) on the Court Sanction Date because of the Combination; or (ii) before the Court Sanction Date in the ordinary course, in each case calculated in accordance with normal practice, will be settled in cash, subject to applicable deductions for income tax and employee's national insurance contributions or similar social security deductions.

Replacement of portion of award that lapses due to time pro-rating

As soon as reasonably practicable after Completion, AAM will grant transition awards to all individuals (each a "**Relevant OSP Restricted Award Participant**") who: (i) held outstanding unvested OSP Restricted Awards immediately before the Court Sanction Date, a portion of which lapsed on the Court Sanction Date as a result of the application of time pro-rating (each a "**Relevant OSP Restricted Award**"); and (ii) were employed by any member of the Dowlais Group on Completion (or immediately before Completion and who became employees of the AAM Group on or around Completion). Such transition awards will be granted as cash awards (see further below).

14.4 OSP transition awards

Each transition award granted to Relevant OSP Performance Award Participants and Relevant OSP Restricted Award Participants will be equal in value to the value of the Relevant OSP Performance Award or Relevant OSP Restricted Award held by the individual that lapses due to the application of time pro-rating.

Each transition award will not be subject to performance assessment and will vest in full with no time pro-rating on the normal vesting date of the Relevant OSP Performance Award or Relevant OSP Restricted Award to which it relates, subject to the Relevant OSP Performance Award Participant or Relevant OSP Restricted Award Participant remaining in employment with a member of the AAM Group (which, from Completion will include the Dowlais Group). The transition award will vest in full with no time pro-rating on the date the Relevant OSP Performance Award Participant or Relevant OSP Restricted Award Participant leaves employment in certain limited circumstances described in the Co-operation Agreement.

14.5 **Deferred Awards and Deferred Shares**

Outstanding Deferred Awards granted under the OSP that have not otherwise vested in the ordinary course before the Court Sanction Date will (in consequence of the Combination and in accordance with participants' contractual rights under the OSP) vest on the Court Sanction Date (unless they lapse earlier in accordance with the rules of the OSP) and any holding period shall cease to apply.

Any dividend equivalents in respect of Deferred Awards which vest: (i) on the Court Sanction Date because of the Combination; or (ii) before the Court Sanction Date in the ordinary course, in each case calculated in accordance with normal practice, will be settled in cash, subject to applicable deductions for income tax and employee's national insurance contributions or similar social security deductions.

Any restrictions on the sale of Deferred Shares will be lifted.

14.6 **PM Cash LTI Transition Awards**

As soon as reasonably practicable after Completion, AAM will grant transition awards over AAM Shares to all individuals (each a "**Relevant PM Cash LTI Participant**") who: (i) held an outstanding unvested PM Cash LTI Award immediately before the Court Sanction Date, 50% of which lapsed on the Court Sanction Date as a result of the application of time pro-rating (each a "**Relevant PM Cash LTI Award**"); and (ii) were employed by any member of the Dowlais Group on Completion (or immediately before Completion and who became employees of the AAM Group on or around Completion).

Each transition award granted to Relevant PM Cash LTI Participants will be equal in value to the value of the Relevant PM Cash LTI Award held by the individual that lapses due to the application of time pro-rating.

Each transition award will not be subject to performance assessment and will vest in full with no time pro-rating 18 months after Completion, subject to the Relevant PM Cash LTI Participant remaining in employment with a member of the AAM Group (which, from Completion will include the Dowlais Group). The transition award will vest in full with no time pro-rating on the date the Relevant PM Cash LTI Participant leaves employment in certain limited circumstances described in the Co-operation Agreement.

15. **DE-LISTING OF DOWLAIS SHARES AND RE-REGISTRATION, LISTING OF, AND DEALINGS IN, NEW AAM SHARES AND SETTLEMENT**

15.1 **De-listing of Dowlais Shares and re-registration**

The last day of dealings in, and registration of transfers of, Dowlais Shares on the London Stock Exchange, will be the Business Day immediately after the Court Hearing, following which Dowlais Shares will be suspended from the Official List and from the London Stock Exchange's Main Market for listed securities.

Prior to the Effective Date, it is intended that applications will be made to the London Stock Exchange for Dowlais Shares to cease to be admitted to trading on its Main Market for listed securities, and to the FCA for the listing of Dowlais Shares on the Official List to be cancelled. It is expected that the cancellation of admission and listing of the Dowlais Shares will take effect from a date falling three Business Days immediately after the Court Hearing to sanction the Scheme.

On the Effective Date, entitlements to Scheme Shares held within CREST will be cancelled, and share certificates in respect of Scheme Shares held in certificated form will cease to be valid documents of title and should be destroyed or, at the request of Dowlais, delivered up to Dowlais, or to any person appointed by Dowlais to receive the same.

AAM has undertaken, as soon as practicable after the Effective Date and after the cancellation of the admission to trading in Dowlais Shares on the London Stock Exchange's Main Market for listed securities and the cancellation of the listing of the Dowlais Shares on the Official List, that it will re-register Dowlais as a private limited company under the relevant provisions of the Companies Act.

15.2 Listing of and dealings in AAM Shares (including the New AAM Shares)

An application will be made to the New York Stock Exchange for the New AAM Shares to be admitted to trading on the New York Stock Exchange. It is expected that, subject to the Scheme becoming Effective, admission of the New AAM Shares to trading on the New York Stock Exchange will become effective, and that dealings for normal settlement will commence, on or around 9.30 a.m. (New York time) on the Business Day following the Effective Date.

An application will be made to the FCA for all of the AAM Shares (including the New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List (in accordance with the UK Listing Rules and FSMA).

An application will also be made to the London Stock Exchange for all of the AAM Shares (including the New AAM Shares) to be admitted to trading on the London Stock Exchange's Main Market for listed securities.

It is expected that, subject to the Scheme becoming Effective, Admission will become effective and that dealings in AAM Shares (including the New AAM Shares) will commence on the London Stock Exchange by 8.00 a.m. on or around the Business Day following the Effective Date.

The listing and admission to trading of AAM Shares on the London Stock Exchange is not a condition to the Combination, but on 15 May 2025, AAM and Dowlais entered into the Side Letter under which AAM undertook to Dowlais to make the applications for Admission referred to above and to use all reasonable endeavours to obtain Admission effective on or immediately after Completion.

15.3 Settlement

Subject to the Scheme becoming effective (and except as provided in Part Eight (*Additional Information for Overseas Shareholders*) of this Document in relation to certain overseas Dowlais Shareholders), settlement of the consideration to which any Dowlais Shareholder is entitled under the Scheme will be effected in the following manner:

(A) ***Dowlais Shares in uncertificated form (that is, in CREST)***

Issue of AAM DIs representing entitlement to New AAM Shares

Unlike the Dowlais Shares, the AAM Shares are not capable of being held, transferred or settled directly through the CREST settlement system. For this reason, Scheme Shareholders who hold their Scheme Shares in uncertificated form through CREST (directly or through a broker or other nominee with a CREST account) immediately prior to the Scheme Record Time ("**Dowlais CREST Shareholders**") will not be issued New AAM Shares directly but will be issued with such number of AAM DIs as is equivalent to the number of New AAM Shares they would otherwise be entitled to receive under the terms of the Combination. One AAM DI will represent one New AAM Share. The AAM DIs will reflect the same economic rights as are attached to the New AAM Shares.

While the holders of AAM DIs will have an interest in the underlying New AAM Shares, they will not be the registered holders of the New AAM Shares. Instead, Cede & Co., as nominee for DTC, being the central securities depository in the U.S., will be registered in AAM's shareholders register, with DTC book-entry interests credited to the DI Custodian, as custodian for the DI Depository as the issuer of the AAM DIs. The DI Depository will then issue the AAM DIs in CREST to the Dowlais CREST Shareholders.

New AAM Shares to which Dowlais CREST Shareholders will be entitled under the Scheme will be delivered, held and settled in CREST under the terms of the AAM DI deed poll to be created and issued by the DI Depository on AAM's instructions. The AAM DIs may be held, transferred and settled exclusively through CREST. The terms on which the AAM DIs are issued and held in CREST will be set out in the AAM DI deed poll. A draft of the deed poll will be available on request from the DI Depository.

On settlement, AAM will instruct the Transfer Agent to effect the credit of the relevant New AAM Shares through DTC to the securities deposit account of the DI Custodian, as custodian for the DI Depository. The DI Depository will then issue the AAM DIs through

CREST to the appropriate stock account in CREST of each Dowlais CREST Shareholder, such CREST account to be credited with the relevant Dowlais CREST Shareholder's entitlement to AAM DIs representing the relevant New AAM Shares within 14 days of the Effective Date. The relevant stock account in CREST will be an account under the same participant ID and member account ID under which the relevant Dowlais CREST Shareholder holds the relevant Scheme Shares.

As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST will be disabled and all Scheme Shares will be removed from CREST in due course.

The Dowlais CREST Shareholders will be able to hold and transfer interests in New AAM Shares through CREST in the form of AAM DIs in the same way as they transacted in Dowlais Shares in CREST prior to the completion of the Combination.

Further information on the rights of holders of AAM DIs to receive dividends and to vote at AAM stockholder meetings is set out under "Rights attaching to the AAM DIs" in section E of this paragraph 15.3 of Part Two of this Document.

Notwithstanding the above, AAM reserves the right to settle all or part of the consideration due to Dowlais CREST Shareholders in accordance with the procedures set out under "Dowlais Shares in certificated form (that is, not in CREST)" in section (B) of this paragraph 15.3 of Part Two of this Document if, for any reason outside AAM's control, it is not able to effect settlement in accordance with this section (A) of this paragraph 15.3 of Part Two of this Document.

Cash consideration

Settlement of cash consideration due pursuant to the Scheme (together with any amount due in respect of fractional entitlements as set out in paragraph (C) below and subject to any applicable withholding) will be effected through CREST by the creation of an assured payment obligation in favour of the appropriate CREST account through which the relevant Dowlais CREST Shareholder holds the relevant Scheme Shares in respect of the cash consideration due to such Dowlais CREST Shareholder.

(B) *Dowlais Shares in certificated form (that is, not in CREST)*

(i) *Corporate Sponsored Nominee Facility ("CSN Facility")*

Following the Effective Date, Dowlais Shareholders who hold their Dowlais Shares in certificated form may find that holding and trading such shares directly involves US market practices and formalities that may be unfamiliar to such Dowlais Shareholder.

Subject to the Scheme becoming Effective in accordance with its terms, and to Admission taking place on or around the Effective Date, Dowlais Shareholders with a registered address in a CSN Jurisdiction who hold their Dowlais Shares in certificated form (that is, not in CREST) immediately prior to the Scheme Record Time will receive their interests in New AAM Shares in electronic form through the CSN Facility. Under the terms of the CSN Facility, the CSN Custodian will (on behalf of the CSN Nominee) hold, and settle transfers of interests in, such Dowlais Shareholders' interests in New AAM Shares.

The CSN Facility is an AAM sponsored corporate nominee service, provided by the CSN Nominee. Participants in the CSN Facility will not be charged an annual fee. Participants in the CSN Facility will have a period of four months following despatch of CSN Facility Statements in which they may withdraw from the CSN Facility, in which case no cancellation fee will be payable by such withdrawing participant. Fees will, however, be payable in respect of the CSN Facility in certain circumstances, as set out in the CSN Facility Terms and Conditions. Full details of the CSN Terms and Conditions are set out at Appendix 3 to this Document. Further information on the rights of holders of the AAM DIs is set out in paragraph 15.3(E) below.

Within 14 days from the Effective Date (or, in the event that Admission has not occurred by a date on or around the Effective Date, within 14 days from the date of Admission) the CSN Nominee will send a CSN Facility Statement to relevant Dowlais Shareholders, setting out: (i) the number of AAM DIs being held on such Dowlais Shareholder's behalf through the CSN Facility; and (ii) how such Dowlais Shareholder may deal through the CSN Facility.

The availability of the CSN Facility is subject to Admission. If the CSN Facility cannot be implemented due to circumstances outside of AAM's and Dowlais' control (including in the event that Admission of the AAM Shares is materially delayed from the expected timetable of principal events set out on pages 20 to 22 of this document), all New AAM Shares to which such Dowlais Shareholder is entitled will be allotted and issued to them directly through DRS by the Transfer Agent in accordance with paragraph 15.3(B)(ii) below.

Dowlais Shareholders holding AAM DIs through the CSN Facility after the Effective Date who wish to dispose of their AAM DIs or exit the CSN Facility (such that they may hold the relevant AAM DIs or the relevant underlying New AAM Shares directly or through their own participant) may do so, in accordance with the CSN Facility Terms and Conditions, by contacting the CSN Nominee.

AAM considers that the advantages of holding AAM DIs through the CSN Facility for Dowlais Shareholders include:

- avoiding the need to keep records of share certificates in order to track holdings of AAM DIs. Under the CSN Facility, participating Dowlais Shareholders will receive a statement of the number of AAM DIs held by the CSN Nominee on their behalf as soon as practicable after joining the CSN Facility. Additional statements will be uploaded to participating Dowlais Shareholders' online account every three months and a further physical statement will be posted at least every twelve months thereafter;
- safeguarding against loss of share certificates (and the costs associated with replacing lost share certificates) as the CSN Nominee will maintain a record of participating Dowlais Shareholders' share entitlements;
- providing further visibility over shareholdings as participating Dowlais Shareholders will be able to check their shareholdings and the current market value online or by phone at any time free of charge (with the exception of network telephone charges); and
- the fact that the maintenance of records by the CSN Nominee, confirmation of shareholdings online or by telephone, provision of annual shareholdings statements, processing of shareholder communications preferences and the issuing and recording of voting instructions is free of charge (with the exception of network telephone charges).

AAM considers that the disadvantages for Dowlais Shareholders of holding AAM DIs through the CSN Facility include that those Dowlais Shareholders who previously held their Dowlais Shares in certificated form will no longer receive paper certificates and there are certain charges associated with the CSN Facility, as set out in CSN Facility Terms and Conditions which are included in Appendix 3 to this Document.

(ii) *DRS*

In respect of Scheme Shareholders who hold their Scheme Shares in certificated form and who are ineligible to participate in the CSN Facility, or where Admission has not taken place on or around the Effective Date, the New AAM Shares to which such Scheme Shareholders will become entitled will be allotted and issued to them directly through DRS by the Transfer Agent on AAM's instructions and the name of each such Scheme Shareholder will be entered as the registered owner of the relevant number of AAM Shares. DRS is a method of recording entitlement to AAM

Shares in book-entry form which enables the Transfer Agent (the equivalent of a registrar in the UK) to maintain those shares electronically in AAM's records on behalf of the relevant Scheme Shareholder without the need for a physical share certificate to be issued.

The DRS method of share recording is commonly used in the U.S. Shares held in DRS have all the traditional rights and privileges of shares held in certificated form. Scheme Shareholders who receive their New AAM Shares through DRS will be sent a book-entry account statement of ownership evidencing such Scheme Shareholder's ownership of New AAM Shares by the Transfer Agent shortly after and in any event within 14 days of the Effective Date. Along with the statement of ownership, such Scheme Shareholders will also be sent a booklet containing further information about DRS, including further details on how the New AAM Shares can be held, transferred or otherwise traded through the DRS system. Proxy materials, annual reports and other shareholder communications will be mailed from AAM and/or its voting agent directly to the Scheme Shareholders who hold their New AAM Shares through DRS.

Persons holding New AAM Shares through DRS who wish to dispose of any of their New AAM Shares may do so by contacting the Transfer Agent or any broker or custodian that is a DTC participant. The dealing services provided by and fees chargeable by different brokers may change from time to time and will vary between each broker and custodian.

Any dividends paid on the New AAM Shares held through DRS will be paid to holders of New AAM Shares by cheque in U.S. Dollars, provided that a holder of New AAM Shares may, if such holder so wishes and subject to certain limitations, contact the Transfer Agent requesting that payment in respect of dividends or other distributions (if any) on such New AAM Shares be made directly to such holder's bank account (assuming, in each case, that such person remains a holder of New AAM Shares as of any relevant dividend record date) and/or in an alternative currency, subject to the terms of an international currency exchange service as may be provided by the Transfer Agent.

Further information will be set out in the booklet that will be sent together with the statement of ownership. Scheme Shareholders who receive New AAM Shares through DRS, but subsequently wish to hold the New AAM Shares through a DTC participant, may instruct their DTC broker to transfer their New AAM Shares into such DTC participant's account. Details of the manner in which such instructions may be given will be available from your appointed DTC broker.

(iii) *Cash consideration*

Settlement of cash consideration due pursuant to the Scheme (together with any amount due in respect of fractional entitlements as set out in paragraph (C) below and subject to any applicable withholding) will be effected in the following ways:

- (i) if the relevant Shareholder has set up a standing electronic payment mandate with the Dowlais' Registrar, Equiniti, for the purpose of receiving dividend payments, such payment shall be made by way of an electronic payment to the account indicated in such standard electronic payment mandate; or
- (ii) for all other Dowlais Shareholders, payment will be effected by cheque, sent by first class post, drawn on a branch of a UK clearing bank, or by any other such method as may be decided by AAM and, where necessary, approved by the Panel.

(C) ***Fractional entitlements***

Fractions of New AAM Shares will not be issued to Dowlais Shareholders

Where, at the Scheme Record Time, a Scheme Shareholder holds Dowlais Shares in uncertificated form, any cash in lieu of any fractional entitlements to New AAM Shares, to

be calculated pursuant to clause 7 of the Scheme of Arrangement set out in Part Four (*The Scheme of Arrangement*) of this Document, will be paid to such person through CREST by AAM procuring, via the Dowlais' Registrar, the creation of an assured payment obligation in favour of the appropriate CREST account through which the Scheme Shareholder holds such uncertificated Dowlais Shares in respect of any cash due to such person within 14 days of the Effective Date, provided that AAM shall reserve the right to pay all or part of such consideration by cheque in Pounds Sterling drawn on a branch of a UK clearing bank.

Where, at the Scheme Record Time, a Scheme Shareholder holds Dowlais Shares in certificated form, any cash in lieu of any fractional entitlements to New AAM Shares, to be calculated pursuant to clause 7 of the Scheme of Arrangement set out in Part Four (*The Scheme of Arrangement*) of this Document, will be paid in accordance with the methods of payment set out at paragraph (B) above.

All such cash payments will be made in Pounds Sterling. Payments made by cheque will be payable to the Scheme Shareholder concerned or, in the case of joint holders, to all joint holders on the register of members of Dowlais. Cheques will be despatched not later than the fourteenth day following the Effective Date to the person entitled thereto at the address as appearing in the register of members of Dowlais at the Scheme Record Time. Neither AAM nor any of its nominee(s) or agents shall be responsible for any loss or delay in the transmission of cheques sent in this way, and such cheques shall be sent entirely at the risk of the person entitled thereto.

(D) ***Withheld amounts***

Any cash consideration which has, in the first instance, been withheld as a result of the application sections 302(d) and 304 of the IRC and is subsequently to be paid upon receipt of a Tax Certification Form or completion of the Online Tax Process (with, in each case, a certification allowing such subsequent payment) by Equiniti no later than 6.00 p.m. on P+40 calendar days will be paid to a Dowlais Shareholder in the manner set out in paragraphs (A) or (B) above ten business days thereafter, in accordance with the nature of such Dowlais Shareholder's holding. For further information on the potential impact of sections 302 and 304 of the IRC on the Combination, please see paragraph 17 of this Part and the Tax Certification Form.

(E) ***Rights attaching to the AAM DIs***

The registered holder of the New AAM Shares represented by AAM DIs will be Cede & Co., as nominee of DTC. The DI Depositary's custodian for those New AAM Shares, represented by book-entry interests in the DTC system, will be the DI Custodian, who will hold them through the DTC system.

The DI Depositary will hold those New AAM Shares via the DI Custodian on trust (as bare trustee under English law) for the Dowlais CREST Shareholders to whom it will issue AAM DIs.

It is expected that AAM's arrangements with the DI Depositary will provide that, unless otherwise determined by AAM, the DI Depositary will make a copy of the register of the names and addresses of AAM DI holders available to AAM. Under those arrangements, the DI Depositary will (a) send out notices of shareholder meetings and forms of instruction to the AAM DI holders; and (b) produce a definitive list of AAM DI holders as at the record date for such shareholder meetings. In addition, the DI Depositary and the DI Custodian will have omnibus proxy arrangements pursuant to which the DI Custodian will be able to grant each AAM DI holder the right to vote in respect of such holder's underlying New AAM Shares, as is further provided to the DI Custodian by Cede & Co.

As a result, while holders of AAM DIs will not be able to attend stockholder meetings of AAM in person as a result of their beneficial interest in the New AAM Shares, they will have the option to:

- (i) receive notices of general shareholder meetings of AAM;

- (ii) give directions as to voting at shareholder meetings of AAM in respect of such number of New AAM Shares as are represented by the AAM DIs held by them; and
- (iii) have made available to them and be sent, at their request, copies of the annual report and accounts of AAM, proxy materials and all other documents and communications issued by AAM to AAM Shareholders generally.

Save as otherwise set out in this paragraph 15 of Part Two of this Document, holders of AAM DIs will, to the extent possible, be treated in the same manner as if they were registered holders of New AAM Shares to which their AAM DIs relate, including in relation to the option to give directions as to voting at shareholder meetings of AAM in respect of such number of New AAM Shares as are represented by the AAM DIs held by them, and the right to receive and retain in full all dividends and other distributions (if any) announced, declared, made or paid by reference to a record date falling on or after the Effective Date and to participate in the assets of AAM upon a winding-up of AAM, so far as is possible pursuant to applicable law, the CREST arrangements and the AAM DI deed poll.

Irrespective of the date on which the Effective Date falls, Dowlais Shareholders will not be entitled to receive any dividend announced, declared, made or paid by AAM for the benefit of the AAM Shareholders by reference to a record date falling prior to the Effective Date.

AAM will enter into arrangements with the DI Depositary and the Transfer Agent pursuant to which the DI Depositary will be instructed to credit the appropriate stock account in CREST of each Dowlais CREST Shareholder with such Dowlais CREST Shareholder's entitlement to AAM DIs representing the relevant New AAM Shares within 14 days of the Effective Date. Holders of AAM DIs through CREST will be able to cancel their AAM DIs by submitting a cross-border delivery instruction in respect of the underlying AAM Shares through CREST to the DI Depositary, which includes the account information of their nominated DTC participant to which the New AAM Shares should be delivered, in accordance with the rules and practices of the DI Depositary, CREST and DTC.

(F) **General**

All documents and remittances sent to, from, by or on behalf of Dowlais Shareholders will be sent entirely at their own risk.

On the Effective Date each certificate representing a holding of Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of Dowlais, delivered up to Dowlais, or to any person appointed by Dowlais to receive the same. At the Scheme Record Time entitlements to Scheme Shares held within CREST will be disabled and all Scheme Shares will be removed from CREST in due course.

All communication preferences and mandates relating to the payment of dividends and other instructions given to Dowlais by (i) Dowlais Shareholders who hold their Dowlais Shares in certificated form where such Dowlais Shareholder is resident in a CSN Jurisdiction, and (ii) Dowlais Shareholders holding their shares in CREST, which are in force at the Scheme Record Time relating to holdings of Dowlais Shares will, to the extent possible, become a valid instruction in respect of the corresponding AAM DIs, and no new communication and payment preferences will need to be provided following the issuance of AAM DIs.

All communication preferences and mandates relating to the payment of dividends and other instructions given to Dowlais by Dowlais Shareholders (other than (i) Dowlais Shareholders who hold their Dowlais Shares in certificated form where such Dowlais Shareholder is resident in a CSN Jurisdiction, and (ii) Dowlais Shareholders holding their shares in CREST) in force at the Scheme Record Time relating to holdings of Dowlais Shares will not become a valid instruction in respect of the corresponding New AAM Shares, and new communication and payment preferences will need to be provided following the issuance of New AAM Shares. Details of how to submit these instructions will be provided with the DRS statements.

Except with the consent of the Panel, settlement of the consideration to which any Dowlais Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which AAM might otherwise be, or claim to be, entitled against such Dowlais Shareholder.

16. UNITED KINGDOM TAXATION

The comments set out below summarise certain limited aspects of the UK tax treatment of certain Dowlais Shareholders under the Scheme and do not purport to be a complete analysis of all UK tax considerations relating to the Scheme. They are based on current UK legislation and what is understood to be current HMRC practice (which may not be binding on HMRC), in each case as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect.

The comments are intended as a general guide and do not deal with certain types of Dowlais Shareholder such as charities, trustees, market makers, brokers, dealers in securities, qualifying new residents, persons who have or could be treated for tax purposes as having acquired their Dowlais Shares by reason of their employment or as carried interest, collective investment schemes and insurance companies.

References below to “UK Holders” are to Dowlais Shareholders who are resident for tax purposes in, and only in, the United Kingdom (and to whom split-year treatment does not apply), who hold their Dowlais Shares as a capital investment (other than under a self-invested pension plan or individual savings account) and who are the absolute beneficial owners of their Dowlais Shares.

References below to “New AAM Shares” shall be deemed to include AAM DIs.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION OR YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

16.1 United Kingdom taxation of income – FY24 Final Dividend

The dividend payment received by a UK Holder in respect of a Dowlais Share under the terms of the Combination should be treated for UK tax purposes in the same way as an ordinary dividend received by that UK Holder on that Dowlais Share would be.

16.2 United Kingdom taxation of chargeable gains – New AAM Shares and Cash Consideration

Under the Scheme, UK Holders will be entitled to receive 0.0881 New AAM Shares and 43 pence for each Dowlais Share (subject to any Mix and Match Elections made under the Mix and Match Facility). A UK Holder’s liability to capital gains tax (“CGT”) or corporation tax on capital gains (as applicable) will depend on the individual circumstances of that UK Holder and on the form of consideration received.

(A) Standard Consideration

Subject to the following paragraph, to the extent that a UK Holder receives New AAM Shares under the terms of the Scheme, they are not expected to be treated as having made a disposal of their Dowlais Shares for CGT or corporation tax purposes. Instead, the New AAM Shares so received should be treated as the same asset, acquired at the same time and for the same consideration as their Dowlais Shares.

Under section 137 of the Taxation of Chargeable Gains Act 1992 (“**TCGA 1992**”), the aforementioned “rollover” treatment shall be denied to UK Holders who, alone or together with persons connected with them, hold more than 5 per cent. of, or of any class of, Dowlais Shares or debentures of Dowlais unless the Scheme is effected for bona fide commercial reasons and does not form part of a scheme or arrangements of which the main purpose, or one of the main purposes, is an avoidance of liability to CGT or corporation tax. Such UK Holders are advised that clearance has been obtained from

HMRC under section 138 of the TCGA 1992 that it is satisfied that section 137 of the TCGA 1992 will not apply to prevent the treatment described in the preceding paragraph.

As UK Holders receiving the Standard Consideration also receive cash under the terms of the Scheme, UK Holders should, except to the extent referred to in the following paragraph, be treated as making a part disposal of the relevant Dowlais Shares they hold for CGT or corporation tax purposes which may, depending on the UK Holder's individual circumstances (including the availability of exemptions, reliefs and/or allowable losses), give rise to a liability to CGT or corporation tax or, alternatively, an allowable loss (for more details on such tax treatment see the below "*Satisfied Mix and Match Election for solely Cash Consideration*" section). Any such chargeable gain (or allowable loss) will be computed on the basis of an apportionment of the allowable cost of the UK Holder's holding in Dowlais Shares between the share and cash elements of the consideration received by that UK Holder by reference to the respective market values of the New AAM Shares and cash received by them under the Scheme as at the time of the disposal.

If the cash received is "small" in comparison with the value of a UK Holder's Dowlais Shares, the UK Holder may not be treated as having disposed of the part of its holding in Dowlais Shares in respect of which the cash was received. Instead, the cash should be treated as a deduction from the base cost of their Dowlais Shares (and pursuant to the "rollover" treatment described above as reducing the base cost of their New AAM Shares by the same amount) rather than as a part disposal thereof (unless the cash received exceeds such base cost, in which case this treatment would only be available upon election by the Dowlais Shareholder and only to the extent it reduces the base cost to £0, with the balance being consideration for a taxable part disposal taxed as detailed in the preceding paragraph). Under current HMRC practice, any cash payment of £3,000 or less or which is 5 per cent. or less of the market value of a UK Holder's holding of Dowlais Shares should generally be treated as "small" for these purposes.

(B) **Mix and Match Facility**

As a result of a Mix and Match Election made under the Mix and Match Facility, under the terms of the Scheme a UK Holder may receive: (i) New AAM Shares and Cash Consideration in different proportions to the Standard Consideration, (ii) solely Cash Consideration, or (iii) solely New AAM Shares.

(i) *Satisfied Mix and Match Election for altered proportions of New AAM Shares and Cash Consideration*

To the extent a UK Holder receives New AAM Shares and Cash Consideration in different proportions to the Standard Consideration, the expected tax treatment is as detailed in the above "*Standard Consideration*" section.

(ii) *Satisfied Mix and Match Election for solely Cash Consideration*

To the extent a UK Holder receives solely Cash Consideration under the terms of the Scheme, the UK Holder should be treated as making a disposal of its Dowlais Shares for the purposes of CGT or corporation tax on chargeable gains (as applicable) which may, depending on the UK Holder's individual circumstances (including the UK Holder's base cost in the Dowlais Shares and the availability of exemptions, reliefs and/or allowable losses), give rise to a chargeable gain or an allowable loss for the purposes of UK taxation of chargeable gains.

Individual Dowlais Shareholders: Subject to available reliefs or allowances, chargeable gains arising on a disposal of Dowlais Shares by an individual UK Holder should be subject to CGT at the rate of 18 per cent. or 24 per cent. depending on the individual's personal circumstances, including other taxable income and gains in the relevant tax year. The CGT annual exemption (which is £3,000 for individuals in the 2025/26 tax year) will be available to exempt any chargeable gain, to the extent it has not already been utilised by the individual UK Holder.

Corporate Dowlais Shareholders: Subject to available reliefs or allowances, chargeable gains arising on a disposal of Dowlais Shares by a UK Holder within the charge to UK corporation tax should be subject to UK corporation tax.

For UK Holders within the charge to UK corporation tax, indexation allowance may be available where the Dowlais Shares are treated as having been acquired prior to 31 December 2017 in respect of the period of ownership up to and including 31 December 2017 to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the transfer of their Dowlais Shares under the Scheme in return for cash.

(iii) *Satisfied Mix and Match Election for solely New AAM Shares*

To the extent a UK Holder receives solely New AAM Shares under the terms of the Scheme, the UK Holder should not (subject to the application of section 137 of the TCGA 1992) be treated as having made a disposal of their Dowlais Shares for CGT or corporation tax on capital gains purposes. Instead, the New AAM Shares so received should be treated as the same asset, acquired at the same time and for the same consideration as the UK Holder's Dowlais Shares. UK Holders are advised that clearance has been obtained from HMRC under section 138 of the TCGA 1992 that it is satisfied that section 137 of the TCGA 1992 will not apply to prevent the treatment described in this paragraph (for more details on section 137 of the TCGA 1992 see the above "Standard Consideration" section).

16.3 UK stamp duty and SDRT

No UK stamp duty or SDRT will be payable by Dowlais Shareholders on the exchange of their Dowlais Shares for New AAM Shares and Cash Consideration under the Scheme.

17. UNITED STATES TAXATION

The following statements are intended as a general summary of certain limited U.S. federal income tax considerations relevant to Scheme Shareholders of (a) exchanging their Scheme Shares for cash and/or New AAM Shares pursuant to the Scheme and (b) owning and disposing of New AAM Shares. This summary does not purport to consider all aspects of U.S. federal income taxation that might be relevant to Scheme Shareholders. This summary applies only to Scheme Shareholders that hold Scheme Shares or will hold New AAM Shares, respectively, as capital assets for U.S. federal income tax purposes (generally, property held for investment).

The U.S. House of Representatives recently passed a tax bill that, if enacted into law in its current form, would add proposed Section 899 to the IRC. Proposed Section 899 could significantly increase the aggregate tax liability of certain Non-U.S. Dowlais Shareholders with respect to any New AAM Shares received under the terms of the Combination. Non-U.S. Dowlais Shareholders are urged to consult their tax advisers regarding the potential application of proposed Section 899.

The statements below are based on current provisions of the IRC, the Treasury regulations promulgated thereunder (the "**Treasury Regulations**"), judicial interpretations thereof and administrative rulings and published positions of the U.S. Internal Revenue Service ("**IRS**"), each in effect as of the date hereof, and all of which are subject to change or differing interpretations, possibly with retroactive effect. No advance ruling from the IRS has been sought, nor is it expected such a ruling will be sought, regarding any matter discussed below and the statements below are not binding on the IRS or any court. Thus, no assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax consequences described below.

This summary does not address all of the issues that may be relevant to the tax treatment of Scheme Shareholders in light of their particular circumstances (such as the effects of Section 451(b) of the IRC) or persons subject to special rules, such as banks or other financial institutions, tax-exempt entities, insurance companies, brokers or dealers, traders in securities that elect to mark-to-market, certain U.S. expatriates, former citizens, or long-term residents of the United States, U.S. Dowlais Shareholders (as defined below) that own or have owned, actually or constructively, 10% or more of the voting shares of AAM, U.S. Dowlais Shareholders whose functional currency is not the U.S. dollar, persons that have held Scheme Shares or will hold New AAM Shares and are classified as partnerships for U.S. federal

income tax purposes (and persons that are investors in such partnerships), regulated investment companies, real estate investment trusts, controlled foreign corporations, passive foreign investment companies or corporations that accumulate earnings to avoid U.S. federal income tax, tax-exempt organisations or governmental organisations, qualified foreign pension funds (as defined in Section 897(l)(2) of the IRC) and entities all of the interests of which are held by qualified foreign pension funds, holders that acquired the Scheme Shares through the exercise of an employee stock option or otherwise as compensation or through a tax-qualified retirement plan or holders that have held Scheme Shares or will hold New AAM Shares, as part of a straddle, hedging, conversion or other integrated transaction.

Furthermore, this discussion does not address any other United States federal tax consequences (e.g., estate or gift tax, the alternative minimum tax or the Medicare tax on net investment income) or any state, local or non-U.S. tax laws. Holders are urged to consult their tax advisers regarding the United States federal, state, local and non-U.S. income and other tax consequences to them in their particular circumstances.

The U.S. federal income tax treatment of a partner in a partnership that holds Scheme Shares or will hold New AAM Shares, will depend on the status of the partner and the activities of the partnership. Partners in a partnership that holds Scheme Shares or will hold New AAM Shares, should consult their own tax advisers regarding the specific U.S. federal income tax consequences to them of the partnership: (i) exchanging Scheme Shares for cash and/or New AAM Shares pursuant to the Scheme; and (ii) holding or disposing of New AAM Shares.

EACH DOWLAIS SHAREHOLDER SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER ABOUT THE TAX CONSEQUENCES UNDER THEIR OWN PARTICULAR CIRCUMSTANCES OF THE SCHEME AND AN INVESTMENT IN NEW AAM SHARES UNDER THE LAWS OF THE UNITED KINGDOM, THE UNITED STATES AND ANY OTHER JURISDICTION WHERE THE DOWLAIS SHAREHOLDER MAY BE SUBJECT TO TAXATION.

For purposes of this discussion, a “U.S. Dowlais Shareholder” is a beneficial owner of Scheme Shares or New AAM Shares that is, for U.S. federal income tax purposes: (i) a citizen or individual resident of the United States, (ii) a corporation or other business entity treated as a corporation created or organised under the laws of the United States or one of its political subdivisions; (iii) a trust that: (x) is subject to the control of one or more U.S. persons and the primary supervision of a U.S. court; or (y) has made a valid election under applicable Treasury Regulations to be treated as a U.S. person.

17.1 U.S. Dowlais Shareholders

Sale or exchange of Scheme Shares pursuant to the Scheme

In general, a U.S. Dowlais Shareholder will recognise capital gain or loss for U.S. federal income tax purposes upon the sale or exchange of Scheme Shares pursuant to the Scheme, in an amount equal to the difference between the amount realised on such sale or exchange and the U.S. Dowlais Shareholder’s adjusted tax basis in its Scheme Shares. This amount realised will generally be equal to the sum of the U.S. dollar value of the amount of any cash and the fair market value of any New AAM Shares received pursuant to the Scheme.

This capital gain or loss generally will be long-term capital gain or loss if the U.S. Dowlais Shareholder’s holding period in the Scheme Shares exceeds one year. The deductibility of capital losses is subject to limitations. Capital gains of noncorporate U.S. Dowlais Shareholders are taxable at preferential rates. Any gain or loss generally will be U.S. source for the purposes of calculating a U.S. Dowlais Shareholder’s foreign tax credit limitation under the IRC.

A U.S. Dowlais Shareholder that receives non-U.S. currency on the exchange of Scheme Shares will realise an amount equal to the U.S. dollar value of the non-U.S. currency received at the spot rate on the Effective Date (or, in the case of cash basis and electing accrual basis U.S. Dowlais Shareholders, the settlement date). An accrual basis U.S. Dowlais Shareholder that does not elect to determine the amount realized using the spot rate on the settlement date will recognise foreign currency gain or loss equal to the difference between the U.S. dollar value of the amount received based on the spot exchange rates on the Effective Date and the settlement date. A U.S. Dowlais Shareholder will have a tax basis in the currency received equal to the U.S. dollar value

of the currency received on the settlement date. Any gain or loss on a subsequent disposition or conversion of the currency will be U.S. source ordinary income or loss.

A U.S. Dowlais Shareholder's basis in any New AAM Shares received will be the U.S. dollar amount equal to the fair market value of such New AAM Shares on the Effective Date, and a U.S. Dowlais Shareholder's holding period with respect to such New AAM Shares will begin on the next day.

Dispositions of New AAM Shares

A U.S. Dowlais Shareholder will generally recognise capital gain or loss for U.S. federal income tax purposes upon the disposition of New AAM Shares in an amount equal to the difference between the amount of cash and the fair market value of any property received upon such disposition and the U.S. Dowlais Shareholder's adjusted tax basis in its New AAM Shares. The U.S. Dowlais Shareholder's adjusted tax basis will generally be the fair market value of the New AAM Shares at the time they are received by the U.S. Dowlais Shareholder pursuant to the Combination. Gain or loss recognised on the disposition of New AAM Shares will generally be long-term capital gain or loss if the shares were held for more than one year. The deductibility of capital losses is subject to limitations.

Distributions on New AAM Shares

Distributions with respect to New AAM Shares will generally be included in a U.S. Dowlais Shareholder's gross income as ordinary dividend income to the extent of the U.S. Dowlais Shareholder's share of the current or accumulated earnings and profits of AAM, as determined for U.S. federal income tax purposes. To the extent a distribution exceeds current and accumulated earnings and profits, the distribution will be treated as a non-taxable return of capital to the extent of the U.S. Dowlais Shareholder's adjusted basis in the New AAM Shares, but not below zero. Any remaining amount will be treated as gain from a sale or exchange of the New AAM Shares.

Dividends paid by AAM will generally be eligible for the preferential tax rate applicable to "qualified dividend income" of eligible non-corporate U.S. Dowlais Shareholders provided that the U.S. Dowlais Shareholder meets certain holding period requirements. Dividends received by corporate U.S. Dowlais Shareholders with respect to the New AAM Shares will be eligible for the dividends-received deduction if the U.S. Dowlais Shareholder meets certain holding period and other applicable requirements.

17.2 Non-U.S. Dowlais Shareholders

Sale or exchange of Scheme Shares pursuant to the Scheme

Subject to the discussion below under the headings paragraph 17.3 (*General discussion of section 304 of the IRC*), paragraph 17.4 (*General discussion of section 302 of the IRC*), paragraph 17.5 (*Information Reporting and Backup Withholding*) and paragraph 17.6 (*FATCA*), a Non-U.S. Dowlais Shareholder will generally not be subject to U.S. federal income tax on the sale or exchange of Scheme Shares pursuant to the Scheme unless:

- the Non-U.S. Dowlais Shareholder is an individual who is present in the United States for 183 days or more during the taxable year of the exchange or disposition and meets certain other conditions; or
- the gain is effectively connected with the Non-U.S. Dowlais Shareholder's conduct of a trade or business in the United States and, in some instances if an income tax treaty applies, is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Dowlais Shareholder in the United States.

A Non-U.S. Dowlais Shareholder described in the first bullet point above will be subject to U.S. federal income tax on the Non-U.S. Dowlais Shareholder's gain from the sale or exchange of Scheme Shares at a flat rate of 30 per cent. (or a lower applicable income tax treaty rate), which may be offset by U.S. source capital losses during the taxable year of such sale or exchange, provided that the Non-U.S. Dowlais Shareholder has timely filed U.S. federal income tax returns with respect to such losses.

If the second bullet point above applies, a Non-U.S. Dowlais Shareholder will be subject to U.S. federal income tax on the gain recognised on the disposition of the Scheme Shares in the same manner in which a U.S. Dowlais Shareholder would be subject to U.S. federal income tax (or at a lower rate if an applicable income treaty so provides). Additionally, a Non-U.S. Dowlais Shareholder that is a corporation may also be subject to a 30 per cent. branch profits tax on any gains described in the second bullet point unless reduced by treaty.

Any future dividends or other distributions in respect of New AAM Shares

Distributions on New AAM Shares to Non-U.S. Dowlais Shareholders will generally constitute dividends for U.S. federal income tax purposes to the extent paid from AAM's current or accumulated earnings and profits, as determined under U.S. federal income tax principles, and will be subject to withholding as described below. If a distribution exceeds AAM's current and accumulated earnings and profits, the excess will be treated first as a tax-free return of a Non-U.S. Dowlais Shareholder's adjusted tax basis in the New AAM Shares and thereafter as gain from the sale or exchange of such shares, subject to the tax treatment described above under the heading " – Dispositions of New AAM Shares."

Bills now pending before the U.S. Congress would add new Section 899, "Enforcement of Remedies Against Unfair Foreign Taxes", to the IRC. On 22 May 2025, the House of Representatives approved the provision; the Senate is considering companion legislation. If Section 899 (or any substantially similar measure) is enacted, certain Non-U.S. Dowlais Shareholders could become subject to higher U.S. taxation levels on distributions on New AAM Shares. The ultimate scope, effective date and implementing regulations for Section 899 remain highly uncertain. Non-U.S. Dowlais Shareholders should consult their own tax advisers as to the possible consequences of proposed Section 899, particularly if such Non-U.S. Dowlais Shareholder (or any intermediate entity through which they hold shares) is resident in, or otherwise connected with, a jurisdiction that has adopted or is considering adopting a tax that could be deemed an "unfair foreign tax" under the proposed legislation. Dowlais Shareholders resident in the United Kingdom should note that the United Kingdom has adopted certain taxes which would be treated as an "unfair foreign tax" under the proposed legislation.

Subject to the discussion below under the headings *General Discussion of Section 304 of the IRC, General discussion of Section 302 of the IRC, Information Reporting and Backup Withholding, and FATCA*, the gross amount of dividends paid to a Non-U.S. Dowlais Shareholder of New AAM Shares that are not effectively connected with the Non-U.S. Dowlais Shareholder's conduct of a trade or business in the United States ordinarily will be subject to withholding of U.S. federal income tax at a rate of 30 per cent., or at a lower rate if an applicable income tax treaty so provides and an applicable withholding agent has received proper certification as to the application of that treaty. Such withholding tax may be imposed on the gross amount of the distribution, due to the difficulty of determining whether AAM has sufficient earnings and profits to cause the distribution to be a dividend for U.S. federal income tax purposes.

A Non-U.S. Dowlais Shareholder that conducts a trade or business within the United States will generally be subject to U.S. federal income tax at ordinary U.S. federal income tax rates (on a net income basis) on dividends that are effectively connected with the conduct of such trade or business and, if certain tax treaties apply, that are attributable to such holder's permanent establishment or fixed base in the United States, and such dividends will not be subject to the withholding described above, provided that the Non-U.S. Dowlais Shareholder establishes an entitlement to a reduction or elimination of such withholding by complying with certain certification and disclosure requirements (generally by providing a duly completed and executed IRS Form W-8ECI (or appropriate successor form)).

Corporate Non-U.S. Dowlais Shareholders may also be subject to a 30 per cent. "branch profits tax" unless such holders qualify for a lower rate under an applicable treaty. Generally, to claim the benefit of any applicable treaty or an exemption from withholding because the income is effectively connected with the conduct of a trade or business in the United States, a Non-U.S. Dowlais Shareholder must provide, before the distributions are made, a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or appropriate successor form) for treaty benefits, certifying under penalties of perjury that such holder is not a U.S. person and is eligible for such

benefits, or IRS Form W-8ECI for effectively connected income (or such successor form). These forms must be periodically updated. If a Non-U.S. Dowlais Shareholder holds New AAM Shares through certain foreign intermediaries, it will be required to satisfy the relevant certification requirements of applicable Treasury regulations. Non-U.S. Dowlais Shareholders may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Dowlais Shareholders should consult their tax advisers regarding their entitlement to benefits under an applicable income tax treaty and the specific manner of claiming the benefits of the treaty.

17.3 General discussion of section 304 of the IRC

The application of section 304 of the IRC may lead to materially different U.S. federal income tax consequences to Dowlais Shareholders than those outlined above. Section 304 of the IRC recharacterizes the sale of stock in one corporation (the “target corporation”) to another corporation (the “acquiring corporation”) in exchange for property (which includes cash) from the acquiring corporation where the selling shareholders following the transaction, and taking into account any prior holding in the acquiring corporation, end up with control (i.e., holding, directly or indirectly, at least 50 per cent. of the vote or value) of both corporations. In such cases where section 304 of the IRC applies, rather than treating the sale or exchange as a sale of stock, the receipt of cash consideration is recharacterized as (A) a deemed issuance of acquiring stock, and (B) a deemed redemption of such acquiring stock in exchange for the acquiring corporation's cash. Such deemed redemption of acquiring stock may be treated as either (1) a sale or exchange or otherwise (2) a dividend to the extent of earnings and profits (I) from the acquiring corporation and (to the extent the cash consideration received exceeds the current and accumulated earnings and profits of the acquiring corporation) (II) then from the target corporation. In instances where the target corporation is non-U.S., there are more limited applications of the earnings and profits rule to section 304 of the IRC. The normal U.S. federal income tax rules discussed above in this paragraph 17 will continue to apply to the exchange of Dowlais stock for New AAM Shares.

In light of the information available to AAM and Dowlais, including the fact that, in the Combination, Dowlais Shareholders will receive approximately 49 per cent. of the sole outstanding class of stock of AAM and therefore only 1 per cent. of prior ownership in AAM, in the aggregate, is necessary for section 304 of the IRC to apply, AAM and Dowlais are operating under the assumption that (i) section 304 of the IRC applies to the Combination and (ii) AAM has sufficient earnings and profits to make the entire potential deemed redemption taxable as a dividend.

Based on these assumptions, paragraph 17.4 of this Part below is a discussion of the relevant U.S. federal income tax consequences, and information necessary to determine whether Dowlais Shareholders experienced a meaningful reduction in the Combination, such that their receipt of the cash consideration is not taxable as a dividend for U.S. federal income tax purposes, or whether their receipt of the consideration is taxable as a dividend.

ALL DOWLAIS SHAREHOLDERS SHOULD READ PARAGRAPHS 17.4 AND 17.5 CAREFULLY AND IN CONJUNCTION WITH THE TAX CERTIFICATION FORM TO DETERMINE THE ACTION TO BE TAKEN BY THEM AND THE POTENTIAL IMPACT ON THE CASH CONSIDERATION TO WHICH THEY ARE ENTITLED UNDER THE TERMS OF THE COMBINATION.

17.4 General discussion of section 302 of the IRC

Section 302 of the IRC determines whether a distribution in redemption of stock (including the deemed redemption resulting from the application of section 304 of the IRC) is taxable as a sale or exchange rather than as a dividend. If a distribution satisfies one of the exceptions in section 302(b) of the IRC, it qualifies as a sale or exchange. If not, it is taxable under section 301 of the IRC, potentially as a dividend. In determining whether the exchange is taxable as a sale or exchange, rather than as a dividend, each shareholder must determine if the distribution is essentially equivalent to a dividend, as that term is defined under section 302(b)(1) of the IRC and related case law. In general, a distribution will not be considered essentially equivalent to a dividend based on the shareholder's facts and circumstances if the shareholder experienced a

“meaningful reduction” measured by such shareholder’s ownership in the target corporation in the deemed redemption; a shareholder will experience a meaningful reduction in the target corporation if, by comparing their ownership immediately before the exchange to their ownership (indirectly through their ownership of acquiring corporation stock) immediately after the exchange, they had a meaningful decrease in their ownership of the target corporation. This determination is made by applying modified constructive ownership rules. The IRS has also ruled that a minority shareholder in a publicly traded corporation will experience a “meaningful reduction” if the minority shareholder (i) has a minimal percentage stock interest, (ii) exercises no control over corporate affairs, and (iii) experiences any reduction in its percentage stock interest.

Each Dowlais Shareholder should consider the above in determining whether, and to what extent, to make a Mix and Match Election to alter (subject to such Mix and Match Election being satisfied) the proportion of cash to New AAM Shares that such Dowlais Shareholder received: section 304 of the IRC only applies to the extent of cash received in the Combination; however, the more shares received in the exchange, the higher the possibility the Dowlais Shareholder will not have a meaningful reduction.

In general, in determining whether there has been a decrease in a shareholder’s stock interest before and after the Combination, the following constructive ownership rules apply:

- (A) An individual is considered to own all of the shares of (i) their spouse, (ii) their children, (iii) their parents, and (iv) their grandchildren.
- (B) Partners and beneficiaries are considered to own their proportionate share of shares that a partnership or an estate holds, respectively. A partnership and estate are both considered to own all of the shares of its partners and beneficiaries, respectively. Similar rules apply for S corporations.
- (C) A beneficiary in a trust is considered to own the shares the trust owns in accordance with their actuarial interest in the trust. A trust is considered to own all of the shares of its beneficiaries, unless such beneficiary is remote and contingent. The grantor of a grantor trust is considered to own all of the shares held by such trust, and vice versa.
- (D) A shareholder is considered to own their pro rata share of shares held by such corporation, and a corporation is considered to own the shares of its shareholders.
- (E) An option to acquire shares is treated as if the option holder holds the underlying stock.

Application to U.S. Dowlais Shareholders

As discussed above, a U.S. Dowlais Shareholder must determine whether the cash consideration received in the Combination is treated as (i) a sale or exchange or otherwise (ii) a deemed distribution, under section 302 of the IRC.

If the cash consideration received in the Combination is treated as a sale or exchange with respect to a U.S. Dowlais Shareholder, the cash consideration will be part of the U.S. Dowlais Shareholder’s amount realized and taxed in the manner described above in paragraph 17.1 of this Part.

If the cash consideration received in the Combination is treated as a dividend with respect to a U.S. Dowlais Shareholder, in light of the assumption that AAM has sufficient earnings and profits, the entire cash consideration will be taxable as a dividend. Such U.S. Dowlais Shareholder’s dividend will be taxed in the manner described above in paragraph 17.1 of this Part.

Application to Non-U.S. Dowlais Shareholders

As discussed above, it must be determined whether the cash consideration received in the Combination by a Non-U.S. Dowlais Shareholder is treated as (i) a sale or exchange or otherwise (ii) a deemed distribution, under section 302 of the IRC.

If the cash received in the Combination is treated as a sale or exchange with respect to a Non-U.S. Dowlais Shareholder, the cash consideration will generally not be subject to U.S. federal income taxation as described above in paragraph 17.2 of this Part.

If the cash received in the Combination is treated as a dividend with respect to a Non-U.S. Dowlais Shareholder, in light of the assumption that AAM has sufficient earnings and profits, it would generally be considered a distribution from a U.S. corporation (i.e., AAM) subject to a 30 per cent. U.S. federal withholding tax (subject to potential reduction by an applicable income tax treaty) unless it is effectively connected with a Non-U.S. Dowlais Shareholder's trade or business within the United States (and, if an applicable income tax treaty so requires, is attributable to a U.S. permanent establishment or a fixed place of business of the Non-U.S. Dowlais Shareholder) in which case the cash consideration will generally be subject to U.S. federal income taxation as described above in paragraph 17.2 of this Part.

In light of the above, and given the nature of U.S. federal withholding tax obligations, AAM is required to withhold U.S. federal withholding tax from cash payments to or for the account of Non-U.S. Dowlais Shareholders in exchange for the Dowlais Shares to the extent AAM is a "paying agent", which would generally be with respect to Non-U.S. Dowlais Shareholders that hold certificated shares (that is, shares not held in CREST) or directly hold uncertificated shares (that is, shares held in CREST otherwise than through a Qualified Intermediary). AAM is required to withhold U.S. federal withholding tax from such cash at a 30 per cent. rate unless such Non-U.S. Dowlais Shareholder certifies that the cash payment qualifies for sale or exchange treatment because either (i) the Non-U.S. Dowlais Shareholder (A) does not, immediately prior to the Combination, own AAM Shares and (B) does not make a Mix and Match Election to receive more New AAM Shares, or (ii) the Non-U.S. Dowlais Shareholder will experience a meaningful reduction (the "**Sale or Exchange Qualification**"). In addition, if a Non-U.S. Dowlais Shareholder does not qualify for sale or exchange treatment, AAM or Dowlais will withhold at a lower applicable tax rate if such Non-U.S. Dowlais Shareholder provides AAM or Dowlais with a properly completed IRS Form W-8BEN, W-8BEN-E or W-8ECI (or other applicable form) certifying that it is entitled to the reduction or elimination of U.S. federal withholding tax under an applicable income tax treaty or otherwise.

A Dowlais Shareholder who intends to make a Mix and Match Election to receive more New AAM Shares should wait to receive the subsequent Tax Certification Form which will be sent to relevant Dowlais Shareholders shortly after the Effective Date, as such Dowlais Shareholder will need to know the number of shares received in the Combination in order to carry out the calculation in the Tax Certification Form.

With respect to Non-U.S. Dowlais Shareholders who hold their Dowlais Shares beneficially through brokers or other paying agents, such Non-U.S. Dowlais Shareholders may be able to provide similar certification to such brokers or other paying agents to eliminate or reduce U.S. federal withholding tax on the cash consideration. However, there can be no assurance that a paying or withholding agent will establish or otherwise implement such special certification procedures. If a withholding agent determines it is required to withhold with respect to such Non-U.S. Dowlais Shareholder, the withholding agent may retain an amount of cash consideration necessary to satisfy any withholding with respect to such Non-U.S. Dowlais Shareholder. In the event a paying or withholding agent withholds excess amounts from the cash payable to such Non-U.S. Dowlais Shareholder, who would otherwise satisfy the Sale or Exchange Qualification, such Non-U.S. Dowlais Shareholder may generally obtain a refund of any such excess amounts by timely filing a U.S. federal income tax return.

Application to Qualified Intermediaries

If a Dowlais Shareholder is not a direct shareholder but is holding as an intermediary, then section 304 should not be directly applicable to such persons; however, as detailed further below, a Qualified Intermediary should complete a Form W-8IMY and provide such form to Equiniti, and provide its holders with the section 302 certification under the Certification Process outlined below. The below is a general discussion of the applicable rules to a Qualified Intermediary in a transaction which is subject to section 304 of the IRC.

In general, under Proposed Treasury Regulations, which can be relied upon for transactions after 31 December 2008, an intermediary can set aside an "escrow amount" on the date it receives a payment under section 302 of the IRC from a public corporation with respect to stock of a foreign account holder. Such intermediary then shall request from the account holders a section 302

payment certification which, among other things, certifies how the transaction should be treated for such recipient.

Different rules apply to a recipient that is a “Qualified Intermediary”, which generally is a person which is a foreign financial institution, a foreign branch or office of a U.S. financial institution, certain foreign persons, and any person who is governed under a Qualified Intermediary Agreement entered into with the IRS. A Qualified Intermediary cannot assume primary withholding responsibility, but instead should provide a “withholding statement” in accordance with its Qualified Intermediary Agreement that details the appropriate rate of withholding for amounts paid to the Qualified Intermediary. In general, a section 302 certificate shall be provided to the Qualified Intermediary, and such Qualified Intermediary shall provide the section 302 certificate to its account holders in order to collect information to determine the character of the transaction. The Qualified Intermediary shall provide (i) a Form W-8IMY certifying its status, and (ii) a withholding statement which, among other things, outlines the rate of applicable withholding to its account holders.

In general, these Proposed Treasury Regulations are neither finalized nor directly applicable to section 304 exchanges. However, the Proposed Treasury Regulations provide a reasonable approach for the purposes of determining the characterisation of a transaction to which section 304(a)(1) of the IRC applies in the context of a public company acquisition. Accordingly, the procedures outlined in the Proposed Treasury Regulations are being relied on for the purposes of obtaining information from Qualified Intermediaries with respect to the Combination.

Certification Process

As noted in paragraph 17.3 of this Part, Dowlais and AAM are operating under the assumption that the Combination is a transaction subject to section 304 of the IRC. As a result, persons who collectively control Dowlais immediately before the transaction and control AAM immediately after the transaction must determine whether, in the Combination, their ownership in Dowlais (indirectly through AAM) was meaningfully reduced in the Combination. If a Dowlais Shareholder did not have a meaningful reduction, then the cash consideration in the Combination shall be treated as a distribution taxable as a dividend under section 302(d) of the IRC.

In order to determine the characterisation of the Combination, Dowlais Shareholders are urged to comply with the tax certification process, which is designed in accordance with certain proposed Treasury Regulations which provide a reasonable approach for purposes of determining the characterisation of the Combination for Dowlais Shareholders. Accordingly, in accordance with such proposed Treasury Regulations, Dowlais Shareholders must submit a tax certificate, under penalties of perjury, certifying one of the following: the Dowlais Shareholder (i) is a U.S. Person, (ii) owned no AAM Shares immediately before the Combination (and did not make a Mix and Match Election to receive more New AAM Shares in the Combination), (iii) experienced a “meaningful reduction” in their ownership in Dowlais measured immediately before the transaction and immediately after (indirectly through their ownership in AAM), or (iv) should be treated as having received a dividend to such Dowlais Shareholder as a result of neither (i), (ii) nor (iii) being applicable. The Tax Certification Form has been provided to Dowlais Shareholders and includes certain mandatory information, including the shareholder’s name, account number, and a certification under penalties of perjury that such Dowlais Shareholder’s tax characterisation of the Combination is true and complete. In general, this tax certification must be provided to Equiniti by the deadlines specified on such Tax Certification Form.

Dowlais Shareholders who are U.S. Persons, as that term is defined in section 7701(a)(30) of the IRC, may use the Online Tax Process to certify that they are a U.S. Person and shall also provide a duly completed IRS Form W-9 (or successor form) to Equiniti. In general such form certifies that the U.S. Person is not subject to withholding tax and will pay any taxes associated with the Combination on their U.S. federal income tax return.

Non-U.S. Dowlais Shareholders who do not own, directly, indirectly, or constructively, any shares in AAM immediately before the Combination, and did not make a Mix and Match Election to receive more New AAM Shares, may use the Online Tax Process detailed on the Tax Certification Form to certify, under penalties of perjury, that they do not own (and will not own prior to Completion) any AAM Shares and accordingly should be treated as having meaningfully reduced

their ownership in Dowlais as a result of the Combination. Dowlais Shareholders may also request a paper form which can be mailed to Equiniti in accordance with its instructions.

A Dowlais Shareholder who intends to make a Mix and Match Election to receive more New AAM Shares should wait to receive the subsequent Tax Certification Form which will be sent to relevant Dowlais Shareholders shortly after the Effective Date, as such Dowlais Shareholder will need to know the number of shares received in the Combination in order to carry out the calculation in the Tax Certification Form.

Dowlais Shareholders who own, directly, indirectly, or constructively, any AAM Shares immediately before the Combination must fill out the Tax Certification Form in accordance with its instructions and mail such form to Equiniti using the pre-paid envelope provided. In general, such Dowlais Shareholder must calculate, in accordance with the tax certificate, whether or not they experienced a “meaningful reduction” as a result the Combination.

In general, the Tax Certification Form must be provided in a timely manner and in accordance with the deadline provided on the Tax Certification Form and set out in the Timetable. **Failure to timely and duly complete the tax certification process will generally result in a withholding of 30 per cent. of the cash payable to such Dowlais Shareholder. A Dowlais Shareholder may then file a U.S. federal income tax return claiming a refund, if any, to reduce or eliminate the withholding tax.**

Non-U.S. Dowlais Shareholders who hold their Dowlais Shares beneficially through brokers or other paying agents, may be able to provide a similar tax certification to such brokers or other paying agents to eliminate or reduce U.S. federal withholding tax on the cash consideration and should follow the process (if any) communicated to them by such broker or other paying agent. However, there can be no assurance that a paying or withholding agent will establish or otherwise implement such special certification procedures. If a withholding agent determines it is required to withhold with respect to such Non-U.S. Dowlais Shareholder, the withholding agent may retain an amount of cash consideration necessary to satisfy any withholding with respect to such Non-U.S. Dowlais Shareholder. In the event a paying or withholding agent withholds excess amounts from the cash payable to such Non-U.S. Dowlais Shareholder, who would otherwise satisfy the Sale or Exchange Qualification, such Non-U.S. Dowlais Shareholder may generally obtain a refund of any such excess amounts by timely filing a U.S. federal income tax return.

17.5 Information Reporting and Backup Withholding

In general, information reporting requirements apply to distributions paid to holders on the New AAM Shares and the tax, if any, withheld with respect to those distributions. Information reporting also is generally required with respect to the proceeds from the disposition of Scheme Shares pursuant to the Scheme or sales and other dispositions of New AAM Shares, unless the holder is an exempt recipient (such as a corporation or a non-United States person) and complies with applicable certification procedures to establish its status as an exempt person and the applicable withholding agent does not have actual knowledge or reason to know the holder is not an exempt person. Copies of the information returns filed with the IRS may be made available to the tax authorities in the country in which a Non-U.S. Dowlais Shareholder is a resident under the provisions of an applicable income tax treaty or agreement. Backup withholding may be imposed on the above payments unless (i) a holder certifies under penalty of perjury that it is not a United States person or otherwise establishes that it is exempt from backup withholding or (ii) the holder provides a correct taxpayer identification number and makes appropriate certifications.

Backup withholding is not an additional tax, and any amounts withheld under the backup withholding rules will be allowed as a credit against the holder’s U.S. federal income tax liability and may entitle the holder to a refund, provided that the required information is furnished to the IRS by the holder in a timely manner.

17.6 FATCA

Under Sections 1471 through 1474 of the IRC, commonly known as the Foreign Account Tax Compliance Act (“**FATCA**”), and the Treasury Regulations and administrative guidance issued

thereunder, a 30 per cent. withholding tax may be imposed on (1) dividends paid on the New AAM Shares (and possibly payments of cash consideration for Scheme Shares pursuant to the Scheme that are treated as dividends by application of Section 304 of the IRC as discussed above) and (2) subject to the proposed Treasury Regulations described below, gross proceeds from the sale or other disposition of the New AAM Shares, in each case, paid to a “foreign financial institution” or a “non-financial foreign entity” unless (a) the non-financial foreign entity provides the applicable payor or financial institution with certain documentation and identifying information relating to its substantial U.S. owners or otherwise certifies that it does not have any substantial U.S. owners, (b) the foreign financial institution enters into an agreement with the Department of Treasury to, among other things, report certain information regarding its accounts with or interests held by certain U.S. persons and by certain non-U.S. entities that are wholly or partially owned by U.S. persons, and it establishes its compliance with these rules by providing the applicable payor or financial institution with an IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable IRS Form W-8 (or such successor form as the IRS designates) or (c) the foreign financial institution or the non-financial foreign entity qualifies for an exemption from these rules and establishes such exemption by providing the applicable payor or financial institution with an IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable IRS Form W-8 (or such successor form as the IRS designates). The rules relating to FATCA described above may be modified by an applicable intergovernmental agreement between the United States and the jurisdiction in which a holder is resident. The IRS issued proposed Treasury Regulations that eliminate withholding on payments of gross proceeds. Pursuant to the proposed Treasury Regulations, a withholding agent may (but is not required to) rely on this proposed change to FATCA withholding until the final regulations are issued or the proposed regulations are withdrawn. Non-U.S. Dowlais Shareholders are urged to consult their tax advisers regarding how FATCA may apply to them, including in light of the potential application of Section 304 of the IRC to their receipt of cash consideration for Scheme Shares pursuant to the Scheme.

THE SUMMARY ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR HOLDER. EACH HOLDER IS URGED TO CONSULT ITS OWN TAX ADVISER ABOUT THE TAX CONSEQUENCES OF PARTICIPATION IN THE SCHEME, ANY REPORTING OR FILING OBLIGATIONS ARISING AS A RESULT OF SUCH PARTICIPATION, AND THE TAX CONSEQUENCES OF ACQUIRING, HOLDING, OR DISPOSING OF SCHEME SHARES OR NEW AAM SHARES, IN LIGHT OF THE HOLDER’S OWN CIRCUMSTANCES.

18. OVERSEAS SHAREHOLDERS

Overseas holders of Dowlais Shares should refer to Part Eight (*Additional Information for Overseas Shareholders*) of this Document which contains important information relevant to such holders.

19. ACTION TO BE TAKEN

19.1 Voting at the Court Meeting and General Meeting

The Scheme will require approval at a meeting of Scheme Shareholders convened with the permission of the Court to be held at the offices of Slaughter and May, One Bunhill Row, London, EC1Y 8YY at 11.00 a.m. on 22 July 2025. Implementation of the Scheme will also require approval of the Special Resolution relating to the Combination to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting at 11.15 a.m. on 22 July 2025 (or as soon thereafter as the Court Meeting concludes or is adjourned). Notices of the Court Meeting and General Meeting are set out at Part Eleven (*Notice of Court Meeting*) and Part Twelve (*Notice of General Meeting*), respectively, of this Document.

IT IS IMPORTANT THAT, FOR THE COURT MEETING IN PARTICULAR, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY AS SOON AS POSSIBLE.

The Forms of Proxy must be received by the Dowlais’ Registrar, Equiniti, by no later than the following times and dates:

- (A) BLUE Forms of Proxy for the Court Meeting by 11.00 a.m. on 18 July 2025;
- (B) YELLOW Forms of Proxy for the General Meeting by 11.15 a.m. on 18 July 2025; and
- (C) if in either case the Meeting is adjourned, so that the relevant Form of Proxy is received not later than 48 hours (excluding any part of such 48 hour period falling on a weekend or a public holiday in the UK) before the time fixed for the adjourned Meeting.

Alternatively, BLUE Forms of Proxy (but not YELLOW Forms of Proxy) may be handed to the Company's Registrar, Equiniti, (or scanned and emailed to Equiniti at the following proxyvotes@equiniti.com) or to the Chair of the Court Meeting at any time before the commencement of the Court Meeting and will still be valid. In the case of the General Meeting, unless the YELLOW Form of Proxy is returned by the time and date mentioned above, it will be invalid.

The completion and return of the Forms of Proxy will not prevent you from attending and voting at the Court Meeting or the General Meeting, if you are entitled to and wish to do so.

Please see below for further details in respect of proxy appointment, multiple proxy voting instructions, and the process for appointing a proxy if you hold your Dowlais Shares through CREST.

Please refer to clause 6 of Part Four (*The Scheme of Arrangement*) and Part Eight (*Additional Information for Overseas Shareholders*) of this Document if you are an overseas shareholder.

19.2 Proxy appointment

Dowlais Shareholders are entitled to appoint a proxy to attend, speak and vote on their behalf at the Court Meeting and/or the General Meeting. A Dowlais Shareholder may appoint more than one proxy in relation to each of the Court Meeting and the General Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that Dowlais Shareholder. A proxy need not be a member of the Company, but Dowlais Shareholders are strongly encouraged to appoint the Chair of the Meetings as their proxy, rather than a named person who may not be able to attend the Meetings.

Please note that the appointment of a proxy or proxies is separate for each of the Court Meeting and the General Meeting.

Any person who has been nominated under section 146 of the Companies Act to enjoy information rights (a "**Nominated Person**") may, under an agreement between them and the Dowlais Shareholder by whom they were nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting and the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the Dowlais Shareholder as to the exercise of voting rights. The statement of the rights of Dowlais Shareholders to appoint proxies above does not apply to Nominated Persons. Such rights can only be exercised by Dowlais Shareholders.

If two or more valid but differing Forms of Proxy are received in respect of the same Dowlais Share, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the other or others as regards that Dowlais Share. If Dowlais is unable to determine which instrument was last received, none of them shall be treated as valid in respect of that Dowlais Share.

19.3 Multiple proxy voting instructions

As a Dowlais Shareholder, you are entitled to appoint a proxy in respect of some or all of your Dowlais Shares. You are also entitled to appoint more than one proxy. A proxy need not be a Dowlais Shareholder. A space has been included on the Forms of Proxy to allow you to specify the number of Dowlais Shares in respect of which that proxy is appointed. Dowlais Shareholders who return a Form of Proxy duly executed but leave this space blank will be deemed to have appointed a proxy in respect of all of their Dowlais Shares.

If you wish to appoint more than one proxy in respect of your shareholding, please photocopy the Forms of Proxy or contact the Company's Registrar, Equiniti, between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding English and Welsh public holidays) on +44 (0) 333 207 6394 (calls from outside the UK will be charged at the applicable international rate and you should use the country code when calling from outside the UK). Calls may be recorded and monitored for training and security purposes.

19.4 Online appointment of proxies

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by creating an online portfolio using the Registrars' website at www.shareview.co.uk using your Shareholder Reference Number printed on the Forms of Proxy enclosed. Dowlais Shareholders who have already registered with the Registrars' online portfolio service, Shareview, can submit a proxy by logging into their profile at www.shareview.co.uk and clicking on the link to vote. For an electronic proxy appointment to be valid, the appointment must be received by Equiniti not later than 48 hours (excluding any part of such 48 hour period falling on weekend or a public holiday in the UK) before the time fixed for the relevant Meeting (as set out in paragraphs 19.1(A)–19.1(C) above) or any adjournment thereof. In the case of the Court Meeting only, if the electronic proxy appointment is not received by this time, the BLUE Form of Proxy may be handed to Equiniti (or scanned and emailed to Equiniti at the following proxyvotes@equiniti.com) or to the Chair of the Court Meeting at the Court Meeting at any time before the commencement of the Court Meeting. In the case of the YELLOW Form of Proxy for the General Meeting, if the electronic proxy appointment is not received by the relevant time, it will be invalid.

19.5 CREST proxy appointment

Dowlais Shareholders who hold Dowlais Shares through CREST and who wish to appoint a proxy or proxies for the Court Meeting and/or the General Meeting or any adjournment(s) thereof may do so by following the procedures described in the CREST Manual (available at <https://my.euroclear.com>). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting 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.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Dowlais' registrar, Equiniti (ID RA19), not later than 48 hours (excluding any part of such 48 hour period falling on a non-working day) before the time fixed for the relevant Meeting (as set out above) or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Equiniti 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.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the Dowlais Shareholders who hold shares through CREST to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that their 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 sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

19.6 Options available under the Mix and Match Facility

Dowlais Shareholders (other than Restricted Shareholders or Election Restricted Shareholders) who wish to make a Mix and Match Election to vary the proportions of Cash Consideration and New AAM Shares that they receive (subject to elections by other Dowlais Shareholders) should complete the Form of Election in accordance with the instructions printed thereon.

If you hold Scheme Shares in certificated form (that is, not in CREST) and you wish to make a Mix and Match Election, you should complete and return the enclosed form of Election so as to reach Equiniti at Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA using the pre-paid envelope provided. Instructions on how to complete the Form of Election are printed thereon.

If you hold Scheme Shares in uncertificated form (that is, in CREST) and you wish to make a Mix and Match Election, you may submit your election electronically by taking (or procuring to be taken) the actions set out in Part Six (*Notes for making elections under the Mix and Match*) of this Document to transfer the Scheme Shares in respect of which you wish to make a Mix and Match Election to an escrow balance, using an Electronic Election specifying Equiniti (in its capacity as a CREST participant under the ID 5RA39) as the escrow agent.

PLEASE NOTE, SCHEME SHAREHOLDERS WHO HOLD THEIR SCHEME SHARES IN UNCERTIFICATED FORM (THAT IS, IN CREST) WILL ONLY BE ABLE TO MAKE AN ELECTRONIC MIX AND MATCH ELECTION FOLLOWING THE DATE OF ANNOUNCEMENT OF THE DATE OF THE COURT HEARING AND EFFECTIVE DATE.

If you hold Scheme Shares in uncertificated form (that is, in CREST) and you wish to make a Mix and Match Election in advance of the date of announcement of the date of the Court Hearing and Effective Date, you must rematerialise your Dowlais Shares by completing a CREST stock withdrawal form and you may request a Form of Election by contacting the Shareholder Helpline on +44 (0) 333 207 6394.

If you are a Restricted Shareholder or an Election Restricted Shareholder you will not be sent a Form of Election and will not be entitled to participate in the Mix and Match Facility.

19.7 Tax certification process

As discussed in paragraph 17.4 of this Part, in order to determine the characterisation of the Combination for U.S. federal income tax purposes, Dowlais Shareholders are urged to comply with the tax certification process, which is designed in accordance with certain proposed Treasury Regulations which provide a reasonable approach for the purposes of determining the characterisation of the Combination for Dowlais Shareholders. Accordingly, in accordance with such proposed Treasury Regulations, Dowlais Shareholders must submit a tax certificate, under penalties of perjury, certifying one of the following: the Dowlais Shareholder (i) is a U.S. Person, (ii) owned no shares in AAM immediately before the Combination (and did not make a Mix and Match Election to receive more New AAM Shares), (iii) experienced a “meaningful reduction” in their ownership in Dowlais measured immediately before the Combination and immediately after (indirectly through their ownership in AAM), or (iii) should be treated as having received a dividend to which withholding applies as a result of neither (i), (ii) nor (iii) being applicable.

A Dowlais Shareholder who intends to make a Mix and Match Election to receive more New AAM Shares should wait to receive the subsequent Tax Certification Form which will be sent to relevant Dowlais Shareholders shortly after the Effective Date, as such Dowlais Shareholder will need to know the number of shares received in the Combination in order to carry out the calculation in the Tax Certification Form.

The Tax Certification Form which will be provided to Dowlais Shareholders that hold certificated shares (that is, shares not held in CREST) or directly hold uncertificated shares (that is, shares held in CREST otherwise than through a Qualified Intermediary) will include certain mandatory information, including the shareholder's name, account number, and a certification under penalties of perjury that such Dowlais Shareholder's tax characterisation of the Combination is true and complete. In general, this tax certification must be provided to Equiniti by the deadlines specified on such Tax Certification Form and set out in the Timetable.

Please refer to paragraph 17.4 of this Part under the heading "*Certification Process*" for further details on the tax certification process.

In general, the tax certification must be provided in a timely manner and in accordance with the deadline provided on the Tax Certification Form and set out in the Timetable. **Failure to timely and duly complete the tax certification process will generally result in a withholding of 30 per cent. of the cash payable to such Dowlais Shareholder. A Dowlais Shareholder may then file a U.S. federal income tax return claiming a refund, if any, to reduce or eliminate the withholding tax.**

20. FURTHER INFORMATION

The terms of the Scheme are set out in full in Part Four (*The Scheme of Arrangement*) of this Document. Further information regarding Dowlais and AAM is set out in Part Nine (*Additional Information on Dowlais and AAM*) of this Document. Documents published and available for inspection are listed in paragraph 20 of Part Nine (*Additional Information on Dowlais and AAM*) of this Document.

Yours truly,

for and on behalf of Barclays

Guy Bomford

Managing Director

for and on behalf of Rothschild & Co

Ravi Gupta

Partner

PART THREE

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE COMBINATION

Part A: Conditions to the Combination

1. Long Stop Date

The Combination will be conditional on the Scheme becoming unconditional and becoming Effective, subject to the Code, by no later than 11.59 p.m. (London time) on the Long Stop Date.

2. Scheme approval

The Scheme will be subject to the following conditions:

- (a)
 - (i) its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders who are on the register of members of Dowlais at the Voting Record Time (or the relevant class or classes thereof, if applicable), in each case present, entitled to vote and voting, either in person or by proxy, at the Court Meeting or at any separate class meeting which may be required by the Court (as applicable) or at any adjournment of any such meeting; and
 - (ii) the Court Meeting and any separate class meeting which may be required by the Court (or any adjournment of any such meeting) being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date (a) as AAM and Dowlais may agree or (b) (in a competitive situation) as may be specified by AAM with the consent of the Panel, and in each case that, if so required, the Court may allow);
- (b)
 - (i) the Resolutions being duly passed by the requisite majority or majorities of Dowlais Shareholders at the General Meeting (or any adjournment thereof); and
 - (ii) the General Meeting being held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date (a) as AAM and Dowlais may agree or (b) (in a competitive situation) as may be specified by AAM with the consent of the Panel, and in each case that, if so required, the Court may allow);
- (c)
 - (i) the sanction of the Scheme by the Court (without modification or with modification on terms agreed by AAM and Dowlais) and delivery of a copy of the Court Order to the Registrar of Companies in England and Wales; and
 - (ii) the Sanction Hearing being held on or before the 22nd day after the expected date of the Sanction Hearing to be set out in the Scheme Document in due course (or such later date (a) as AAM and Dowlais may agree or (b) (in a competitive situation) as may be specified by AAM with the consent of the Panel, and in each case that, if so required, the Court may allow).

In addition, AAM and Dowlais have agreed that, subject as stated in Part B below and to the requirements of the Panel the Combination will be conditional on the following Conditions and,

accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

3. Official authorisations and regulatory clearances

Antitrust Approvals

EU

- (a) insofar as the Combination constitutes, or is deemed to constitute, a concentration with a Community dimension within the scope of Council Regulation (EC) 139/2004 (as amended) (the “**EUMR**”), one of the following having occurred:
- (i) the European Commission (the “**Commission**”) indicating that the arrangement notified does not fall within the scope of the EUMR pursuant to Article 6(1)(a) of the EUMR; or
 - (ii) the Commission indicating that the concentration is compatible with the internal market pursuant to Articles 6(1)(b), (including in conjunction with Article 6(2)), 8(1) or 8(2) of the EUMR unconditionally or on terms reasonably satisfactory to AAM, or having been deemed to have done so pursuant to Article 10(6); or
 - (iii) if the Commission makes a referral in whole or in part under Article 4(4) or Article 9 of the EUMR, or is deemed to have made such a reference, to a competent authority of one or more Member States whose laws prohibit the parties from completing the Combination before clearance is obtained under national merger control, such clearance being obtained (or being deemed to be obtained) whether unconditionally or on terms reasonably satisfactory to AAM from the competent authority or authorities of the relevant Member State or States (and the Commission as applicable, where such referral has been made in part), or any relevant waiting periods having expired (provided that if the Commission makes a referral of the whole of the concentration under Article 4(4) or Article 9 of the EUMR to the competent authority or authorities of one or more Member States whose laws in each case do not prohibit the parties from completing the Combination before clearance is obtained under national merger control, this clause (iii) shall be deemed to be satisfied),
- (the “**EU Antitrust Condition**”);

United Kingdom

- (b) insofar as the Combination constitutes, or is deemed to constitute, a relevant merger situation within the meaning of Part 3 of the Enterprise Act 2002 (the “**EA**”) one of the following having occurred:
- (i) following submission of a Competition and Markets Authority (“**CMA**”) Briefing Paper to the CMA and with respect to the Combination:
 - (A) the CMA’s position as most recently communicated to the parties being that it has no further questions in respect of the Combination; and
 - (B) as at the date on which all other Conditions are satisfied or waived, the CMA not having: (I) requested submission of a Merger Notice; or (II) given notice to either party that it is commencing a Phase 1 Investigation; or (III) indicated that the statutory review period in which the CMA has to decide whether to make a reference under Section 34ZA of the EA has begun; or (IV) requested documents or attendance by witnesses under Section 109 of the EA, which may indicate it is considering commencing the aforementioned review period in respect of the Combination; or
 - (ii) where the CMA has commenced an investigation following the submission of a CMA Briefing Paper or a Merger Notice, the CMA either:
 - (A) having confirmed on terms reasonably satisfactory to AAM that the Combination or any matter arising therefrom or related thereto will not be subject to a Phase 2 reference under the EA or on any other statutory basis (a “**Phase 2 CMA Reference**”), or the applicable time period for the CMA to make a Phase 2

CMA Reference having expired without the CMA having made such a Phase 2 CMA Reference; or

- (B) in the event that a Phase 2 CMA Reference is made in relation to the Combination, the CMA either:
- I. concluding in a report published in accordance with Section 38 of the EA that neither the Combination nor any matter arising from or relating to the Combination nor any part of it has or is expected to result in a substantial lessening of competition within any market or markets in the United Kingdom for goods or services; or
 - II. allowing the Combination and any matter arising from or relating to the Combination to proceed on terms reasonably satisfactory to AAM,

(the “**UK Antitrust Condition**”);

United States

- (c) insofar as the Combination constitutes, or is deemed to constitute, a notifiable acquisition under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, and any successor to such statute, rules, or regulations (the “**HSR Act**”), the waiting period applicable to the consummation of the Combination under the HSR Act having expired or terminated, and any voluntary agreement between AAM and/or Dowlais and the U.S. Federal Trade Commission or the U.S. Department of Justice pursuant to which AAM and/or Dowlais has agreed not to consummate the Combination for any period of time (such agreement being on terms reasonably satisfactory to AAM) is no longer in effect (the “**U.S. Antitrust Condition**”);

China

- (d) insofar as the Combination constitutes, or is deemed to constitute, a notifiable concentration of undertakings within the meaning of Article 25 of the Anti-Monopoly Law of the People's Republic of China (as amended) and its implementing regulations (the “**PRC AML**”), and following notification of the Combination to the China's State Administration for Market Regulation (“**SAMR**”), SAMR issuing a formal notice approving the Combination (unconditionally or on terms reasonably satisfactory to AAM) in order for AAM to consummate the Combination (the “**China Antitrust Condition**”);

South Korea

- (e) insofar as the Combination constitutes, or is deemed to constitute, a notifiable acquisition under the MRFTA, the KFTC having either: issued an approval notification pursuant to the MRFTA that the Combination does not violate Article 9 paragraph 1 (Restriction on Business Combination) of the MRFTA (as applicable); or if the KFTC issues an examiner's report, issued a decision approving the Combination whether unconditionally or subject to conditions reasonably satisfactory to AAM (the “**Korea Antitrust Condition**”);

Mexico

- (f) insofar as the Combination constitutes, or is deemed to constitute a notifiable acquisition under the Mexican Federal Economic Competition Law, the parties having received unconditional approval or approval on terms reasonably satisfactory to AAM from the Mexican Federal Economic Competition Commission (*Comisión Federal de Competencia Económica*) (“**COFEC**”) or any authority that succeeds it under the applicable Mexican Federal Economic Competition Law or any other applicable law regulating competition that may be enacted having expired (the “**Mexico Antitrust Condition**”);

Brazil

- (g) insofar as the Combination constitutes or is deemed to constitute a notifiable acquisition under Law No. 12,529 of 2011, either of the following having occurred:
- (i) the Brazilian Antitrust Governmental Authority (*Conselho Administrativo de Defesa Econômica*) (“**CADE’s**”) General Superintendence Office issuing a decision approving or clearing the Combination without conditions or on terms reasonably satisfactory to AAM and an additional mandatory fifteen day waiting period following publication of the decision in the Federal Official Gazette (*Diário Oficial da União*) having lapsed with no related appeal by a third party or request for further review by any of CADE’s commissioners; or
 - (ii) in the event that any appeal is filed, further review is requested by CADE’s Tribunal or CADE’s General Superintendence Office does not clear the Combination without conditions and refers the Combination to CADE’s tribunal, the publication of the final decision approving the Combination by CADE’s tribunal with or without any conditions, on terms reasonably satisfactory to AAM, deemed unappealable at the administrative sphere, (the “**Brazil Antitrust Condition**”);

Foreign Investment Approvals

France

- (h) insofar as the Combination constitutes or is deemed to constitute a notifiable acquisition under Articles L. 151-3 and followings and Articles R. 151-1 and followings of the French Monetary and Financial Code (*Code monétaire et financier*) (the “**French FDI Law**”), one of the following having occurred:
- (i) an expressed decision by the French Minister of the Economy or any person belonging to the General Directorate of the Treasury (*Direction Générale du Trésor*) officially empowered to deliver decisions under Article L. 151-3 of the French Monetary and Financial Code in his name and behalf (the “**French FDI Authority**”) that the Combination does not fall within the scope of the French FDI Law; or
 - (ii) an expressed decision by the French FDI Authority, pursuant to French FDI Law, that authorises the completion of the Combination unconditionally or on terms reasonably satisfactory to AAM,
- (the “**France FDI Condition**”);

Germany

- (i) insofar as the Combination constitutes or is deemed to constitute a notifiable acquisition by the German Federal Ministry for Economic Affairs and Climate Action (*Bundesministerium für Wirtschaft und Klimaschutz* – “**BMWK**”), one of the following having occurred:
- (i) the BMWK issuing: (A) a clearance (*Freigabe*) pursuant to Section 58a para. 1 sentence 1 or sec. 61 of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*) (“**AWV**”) without conditions or on terms reasonably satisfactory to AAM, or (B) a certificate of non-objection (*Unbedenklichkeitsbescheinigung*) pursuant to Section 58 para. 1 sentence 1 AWV; or
 - (ii) the BMWK having not issued a clearance, certificate of non-objection or initiated a formal investigation for the Combination within two months of receipt of an application for a clearance or a certificate of non-objection; or within any applicable extension period pursuant to Sec. 14a(1) No. 1 of the German Foreign Trade and Payments Act (*Außenwirtschaftsgesetz*) (“**AWG**”); or
 - (iii) the BMWK having not prohibited (*untersagt*) the Combination within the periods specified in Section 14a AWG; or
 - (iv) the BMWK declaring in writing that the Combination can be closed without having obtained prior approval from the BMWK.
- (the “**Germany FDI Condition**”);

EU Foreign Subsidies Regulation

- (j) insofar as the Combination constitutes or is deemed to constitute a notifiable acquisition under Regulation (EU) 2022/2560 of the European Parliament and of the Council on foreign subsidies distorting the internal market (the “**EU FSR**”), or the Commission requests such notification under Article 21(5) of the EU FSR, any of the following having occurred:
 - (i) the Commission declaring that the Combination does not fall within the scope of the EU FSR; or
 - (ii) the Commission either declaring that there are insufficient indications to initiate an in-depth investigation and closing a preliminary review pursuant to Article 10(4) of the EU FSR or not initiating an in-depth investigation within the relevant period provided for in Article 24 of the EU FSR; or
 - (iii) the Commission not adopting a decision specified in Article 25(3) of the EU FSR within the time period specified in Article 25(4) of the EU FSR, following an in-depth investigation; or
 - (iv) following an in-depth investigation, the Commission either issuing a no objection decision pursuant to Article 11(4) (in conjunction with Article 25(3)(b)); or a decision on terms reasonably satisfactory to AAM pursuant to Article 11(3) (in conjunction with Article 25(3)(a) of the EU FSR).
- (the “**EU FSR Condition**”);

4. AAM Shareholder approval

- (a) the approval by the affirmative vote of the holders of a majority in voting power of the AAM Shares entitled to vote thereon at the AAM Shareholder Meeting of the amendment to AAM’s certificate of incorporation to increase the number of authorised AAM Shares; and
- (b) the approval by the affirmative vote of the holders of a majority in voting power present in person or by proxy at the AAM Shareholder Meeting of the issuance of the New AAM Shares in connection with the Combination;

5. Listing on the New York Stock Exchange, effectiveness of registration

- (a) confirmation having been received by AAM that the New AAM Shares to be issued in connection with the Combination have been approved for listing, subject to official notice of issuance, on the New York Stock Exchange; and
- (b) in the event that the Combination is implemented by way of an Offer, or otherwise absent an available exemption from the registration requirements of the U.S. Securities Act, AAM’s registration statement having been declared effective by the SEC and no stop order having been issued or proceedings for suspension of the effectiveness of AAM’s registration statement having been initiated by the SEC and AAM having received all necessary U.S. state securities law or blue sky authorisations;

6. General Third Party approvals

- (a) the waiver (or non-exercise within any applicable time limits) by any Relevant Authority or any other body or person whatsoever in any jurisdiction (each a “**Third Party**”) of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination) arising as a result of or in connection with the Combination including, without limitation, its implementation and financing or the proposed direct or indirect Combination of any shares or other securities in, or control or management of, Dowlais by AAM or any member of the Wider AAM Group;
- (b) in addition to the competition law and regulatory approvals referred to in Condition 3 (*Official authorisations and regulatory clearances*) above, all necessary filings or applications having been made in connection with the Combination and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Combination or the Combination by any member of the Wider AAM Group following consultation with Dowlais of any shares or other

securities in, or control of, Dowlais and all authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals reasonably deemed necessary or appropriate by AAM or any member of the Wider AAM Group for or in respect of the Combination including without limitation, its implementation and financing or the proposed direct or indirect Combination of any shares or other securities in, or control of, Dowlais or any member of the Wider Dowlais Group by any member of the Wider AAM Group having been obtained in terms and in a form reasonably satisfactory to AAM from all appropriate Third Parties or persons with whom any member of the Wider Dowlais Group has entered into contractual arrangements and all such authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals deemed necessary or appropriate to carry on the business of any member of the Wider Dowlais Group which are material in the context of the AAM Group or the Dowlais Group as a whole or for or in respect of the Combination, including (without limitation) its implementation or financing remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Combination becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with; and

- (c) including in relation to the U.S. Antitrust Condition but other than in relation to the other approvals referred to in Condition 3 (*Official authorisations and regulatory clearances*) above, no Third Party (including for the avoidance of doubt the United States Federal Trade Commission or the Antitrust Division of the United States Department of Justice or any state Attorney General within the United States) having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or having enacted, made or proposed any statute, regulation, decision or order, or change to published practice or having taken any other steps, and there not continuing to be outstanding any statute, regulation, decision, injunction or order, which in each case would reasonably be expected to:
 - (i) require, prevent or materially delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider AAM Group or any member of the Wider Dowlais Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own, control or manage any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider AAM Group or the Wider Dowlais Group in either case taken as a whole;
 - (ii) require, prevent or materially delay, or alter the terms envisaged for, any proposed divestiture by any member of the Wider AAM Group of any shares or other securities in Dowlais;
 - (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider AAM Group directly or indirectly to acquire or to hold or to exercise effectively all or any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Dowlais Group or the Wider AAM Group or to exercise voting or management control over any such member;
 - (iv) save as Disclosed, materially adversely limit the ability of any member of the Wider AAM Group or of the Wider Dowlais Group to conduct, integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any member of the Wider AAM Group or of the Wider Dowlais Group in a manner which is materially adverse in the context of the Wider AAM Group or Wider Dowlais Group, in either case taken as a whole;
 - (v) otherwise materially adversely affect the business, assets, profits or prospects of any member of the Wider AAM Group or of any member of the Wider Dowlais Group to an extent which is material in the context of the Wider AAM Group or the Wider Dowlais Group in either case taken as a whole or in the context of the Combination;

- (vi) make the Combination or its implementation by AAM or any member of the Wider AAM Group of any shares or other securities in, or control of, Dowlais void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, materially delay or otherwise interfere with the same, or impose material additional conditions or obligations with respect thereto;
- (vii) require (save as envisaged by the Combination or sections 974 to 991 (inclusive) of the Companies Act) any member of the Wider AAM Group or the Wider Dowlais Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Dowlais Group or the Wider AAM Group owned by any Third Party, in each case to an extent which is material in the context of the Wider AAM Group or the Wider Dowlais Group in either case taken as a whole or in the context of the Combination; or
- (viii) result in any member of the Wider Dowlais Group ceasing to be able to carry on business under any name under which it presently does so, to an extent which is material in the context of the Wider Dowlais Group taken as a whole,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Combination or the Combination or proposed Combination of any Dowlais Shares having expired, lapsed or been terminated;

7. Certain matters arising as a result of any arrangement, agreement etc.

save as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Dowlais Group is a party or by or to which any such member or any of its assets are or may be bound, entitled or subject, or any circumstance which, in each case as a consequence of the Combination of any shares or other securities (or equivalent) in Dowlais or because of a change in the control or management of Dowlais or otherwise, would reasonably be expected to result in any of the following to an extent which is material and adverse in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination:

- (a) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
- (b) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;
- (c) any assets or interests of any such member being or failing to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest would reasonably be expected to be required to be disposed of or charged or could reasonably be expected to cease to be available to any such member otherwise than in the ordinary course of business;
- (d) save in the ordinary and usual course of business, the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interest of any such member or any such mortgage, charge or other security interest (whenever arising or having arisen) becoming enforceable;
- (e) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm, company or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
- (f) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;

- (g) any such member ceasing to be able to carry on business under any name under which it presently does so;
- (h) the creation or acceleration of any liability, actual or contingent, by any such member (including any material tax liability or any obligation to obtain or acquire any material authorisation, order, grant, recognition, determination, confirmation, consent, licence, clearance, permission, exemption, approval, notice, waiver, concession, agreement or exemption from any Third Party or any person) other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Combination; or
- (i) any requirement on any such member to acquire, subscribe, pay up or repay any shares or other securities (or the equivalent),

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Dowlais Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would reasonably be expected to result in any of the events or circumstances as are referred to in paragraphs (a) to (i) of this Condition 7, in each case to an extent which is material and adverse in the context of the Wider Dowlais Group taken as a whole;

8. Certain events occurring since Last Accounts Date

save as Disclosed, no member of the Wider Dowlais Group having, since the Last Accounts Date:

- (a) save as between Dowlais and wholly owned subsidiaries of Dowlais or for Dowlais Shares issued under or pursuant to the exercise of options and vesting of awards granted under the Dowlais Share Plans in the ordinary course, issued or agreed to issue, authorised or proposed the issue of additional shares of any class;
- (b) save as between Dowlais and wholly owned subsidiaries of Dowlais for the grant of options and awards and other rights under the Scheme Shares in the ordinary course, issued, or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
- (c) other than to another member of the Wider Dowlais Group, sold (or agreed to transfer or sell) any shares held in treasury;
- (d) other than to another member of the Dowlais Group, prior to the Effective Date, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution whether payable in cash or otherwise, other than the FY24 Final Dividend or any repurchases of Dowlais Shares by Dowlais pursuant to the Buyback Programme;
- (e) save for intra-Dowlais Group transactions, authorised, implemented or announced any merger or demerger with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business and, in each case, to the extent which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;
- (f) save for intra-Dowlais Group transactions, made or authorised or proposed or announced an intention to propose any material change in its loan capital, to the extent which is material in the context of the Wider Dowlais Group taken as a whole;
- (g) issued, authorised or proposed the issue of, or made any change in or to, any debentures or (save for intra-Dowlais Group transactions or save in the ordinary course of business), incurred or increased any indebtedness or become subject to any liability (actual or contingent) to an extent which, in each case, is material in the context of the Wider Dowlais Group taken as a whole;
- (h) other than the FY24 Final Dividend or any repurchases of Dowlais Shares by Dowlais pursuant to the Buyback Programme, purchased, redeemed or repaid or announced any proposal to

purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect of the matters mentioned in paragraph (a) or (b) of this Condition 8 above, made any other change to any part of its share capital, in each case, to the extent which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;

- (i) other than pursuant to the Combination and except for intra-Dowlais Group transactions, implemented, or authorised, proposed or announced its intention to implement, any reconstruction, merger, demerger, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business, in each case to an extent which is material in the context of the Wider Dowlais Group taken as a whole;
- (j) been unable or deemed unable, or admitted in writing that it is unable, to pay its debts as they fall due or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (k) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or steps or had any legal proceedings started or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed, to the extent which is material in the context of the Wider Dowlais Group taken as a whole;
- (l) commenced negotiations with any of its creditors or taken any step with a view to rescheduling or restructuring any of its indebtedness or entered into a composition, compromise, assignment or arrangement with any of its creditors whether by way of a voluntary arrangement, scheme of arrangement, deed of compromise or otherwise, to the extent to which is material in the context of the Wider Dowlais Group taken as a whole;
- (m) waived, settled or compromised any claim (otherwise than in the ordinary course of business), which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;
- (n) entered into, varied or authorised any material agreement, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:
 - (i) is of a long-term, onerous or unusual nature or magnitude or which is reasonably likely to involve an obligation of such nature or magnitude (save in the ordinary course of business); or
 - (ii) is likely to materially restrict the business of any member of the Wider Dowlais Group other than of a nature and to an extent which is normal in the context of the business concerned,
 and, in either case, which is or would reasonably be expected to be material and adverse in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;
- (o) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or proposed to, effect any of the transactions, matters or events referred to in this Condition 8;
- (p) made any material alteration to its constitutional documents;
- (q) except in relation to changes made or agreed as a result of, or arising from, law or changes to law, made or agreed or consented to any change to:
 - (i) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Dowlais Group for its directors or employees or their dependents;
 - (ii) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;

- (iii) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
- (iv) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, which has an effect that is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;

- (r) proposed, agreed to provide or modified the terms of any of the Dowlais Share Plans or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider Dowlais Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Dowlais Group, save as agreed by the Panel (if required) and by AAM;
- (s) other than with the consent of AAM, taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Dowlais Shareholders in a general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code; or
- (t) save to the extent arising as a result of any change in applicable law, entered into or varied in a material way the terms of, any contract, agreement or arrangement with any of the directors or senior executives of any member of the Wider Dowlais Group (save for salary increases, bonuses or variations of terms in the ordinary course), other than as agreed by AAM and (if required) by the Panel;

9. No adverse change, litigation or regulatory enquiry

save as Disclosed, since the Last Accounts Date:

- (a) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Dowlais Group which, in any such case, is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination and no circumstances have arisen which would or would reasonably be expected to result in such adverse change or deterioration;
- (b) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Dowlais Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no enquiry, review or investigation by, or complaint or reference to, any Third Party or other investigative body against or in respect of any member of the Wider Dowlais Group having been instituted, announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider Dowlais Group which in any such case which has had or would reasonably be expected to have a material adverse effect on the Wider Dowlais Group taken as a whole or in the context of the Combination;
- (c) no contingent or other liability of any member of the Wider Dowlais Group having arisen or become apparent to AAM or increased which has had or would reasonably be expected to have a material adverse effect on the Wider Dowlais Group, taken as a whole or in the context of the Combination;
- (d) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or remaining outstanding against or in respect of any member by or the Wider Dowlais Group which in any case is material in the context of the Wider Dowlais Group taken as a whole;
- (e) no member of the Wider Dowlais Group having conducted its business in breach of any applicable laws and regulations which in any case is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination; and
- (f) no steps having been taken which are likely to result in the withdrawal, cancellation, termination or materially adverse modification of any licence or permit held by any member of the Wider Dowlais Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or materially adverse modification of which has had, or would

reasonably be expected to have, an adverse effect which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;

10. No discovery of certain matters

(a) save as Disclosed, AAM not having discovered:

- (i) that any financial, business or other information concerning the Wider Dowlais Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Dowlais Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not materially misleading and which was not subsequently corrected before the date of the Announcement by disclosure either publicly or otherwise to AAM or its professional advisers, in each case, to the extent which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination; or
- (ii) that any member of the Wider Dowlais Group or partnership, company or other entity in which any member of the Wider Dowlais Group has a significant economic interest and which is not a subsidiary undertaking of Dowlais, is subject to any liability (actual or contingent) which is not disclosed in the annual report and accounts of Dowlais for the Last Accounts Date, in each case, to the extent which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;

(b) save as Disclosed, AAM not having discovered that:

- (i) any past or present member of the Wider Dowlais Group has failed to comply with any and/or all applicable legislation or regulation, of any jurisdiction with regard to the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage, disposal, spillage, release, discharge, leak or emission would be likely to give rise to any material liability (actual or contingent) or cost on the part of any member of the Wider Dowlais Group and which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;
- (ii) there is, or is likely to be, for any reason whatsoever, any liability (actual or contingent) of any past or present member of the Wider Dowlais Group to make good, remediate, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Dowlais Group (or on its behalf) or by any person for which a member of the Wider Dowlais Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, regulation, notice, circular or order of any Third Party and which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination;
- (iii) circumstances exist (whether as a result of the making of the Combination or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any member of the Wider AAM Group or any present or past member of the Wider Dowlais Group would be likely to be required to institute, an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Dowlais Group (or on its behalf) or by any person for which a member of the Wider Dowlais Group is or has been responsible, or in which any such member may have or previously have had

or be deemed to have had an interest which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination; or

- (iv) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Dowlais Group which claim or claims would be likely, materially and adversely, to affect any member of the Wider Dowlais Group and which is material in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination; and

11. Anti-corruption, economic sanctions, criminal property and money laundering

save as Disclosed and save as is not material in each case in the context of the Wider Dowlais Group taken as a whole or in the context of the Combination, AAM not having discovered that:

- (a) (i) any past or present member, director, officer or employee of the Wider Dowlais Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks; or (ii) any person that performs or has performed services for or on behalf of the Wider Dowlais Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks;
- (b) any asset of any member of the Wider Dowlais Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule or regulation concerning money laundering or proceeds of crime or any member of the Wider Dowlais Group is found to have engaged in activities constituting money laundering under any applicable law, rule or regulation concerning money laundering;
- (c) any past or present member, director, officer or employee of the Dowlais Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:
 - (i) any government, entity or individual in respect of which U.S., UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by U.S., UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HMRC; or
 - (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the U.S., the UK or the European Union or any of its member states, except as may have been licensed by the relevant authority;
- (d) any past or present member, director, officer or employee of the Wider Dowlais Group, or any other person for whom any such person may be liable or responsible:
 - (i) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;
 - (ii) has engaged in conduct which would violate any relevant anti-boycott law, rule or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;

- (iii) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or
 - (iv) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any Relevant Authority or found to have violated any applicable law, rule or regulation concerning government contracting or public procurement; or
- (e) any member of the Wider Dowlais Group is or has been engaged in any transaction which would cause AAM to be in breach of any law or regulation upon its Combination of Dowlais, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control, or HMRC or any other Relevant Authority.

Part B: Waiver and invocation of the Conditions

1. Subject to the requirements of the Panel in accordance with the Code, AAM reserves the right in its sole discretion to waive, in whole or in part, all or any of the Conditions in Part A of this Part Three, except for Conditions 1 (*Long Stop Date*), 2(a)(i), 2(b)(i) and 2(c)(i) (*Scheme approval*), 4 (*AAM Shareholder approval*), 5(a) and 5(b) (*Listing on the New York Stock Exchange, effectiveness of registration*), which cannot be waived. The deadlines in any of Conditions 2(a)(ii), 2(b)(ii) and 2(c)(ii) (*Scheme approval*) may be extended to such later date as AAM may determine (with the Panel's consent and approval of the Court, if such consent and/or approval is required). If any of Conditions 1 (*Long Stop Date*), 2(a)(ii), 2(b)(ii) and 2(c)(ii) (*Scheme approval*) is not satisfied by the relevant deadline specified in the relevant Condition, AAM shall make an announcement by 8.00 a.m. (London time) on the business day (as defined in the Code) following such deadline confirming whether, subject to paragraph 3, it has invoked the relevant Condition, waived the relevant deadline or extended the relevant deadline.
2. Conditions 2(a)(i), 2(b)(i) (*Scheme approval*) and 3 (*Official authorisations and regulatory clearances*) to 11 (*Anti-corruption, economic sanctions, criminal property and money laundering*) (inclusive) must be fulfilled, determined by AAM to remain fulfilled or (if capable of waiver) waived, by no later than 11.59 p.m. (London time) on the day before the Sanction Hearing. AAM shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as satisfied any of Conditions 2(a)(i), 2(b)(i) (*Scheme approval*) or 3 (*Official authorisations and regulatory clearances*) to 11 (*Anti-corruption, economic sanctions, criminal property and money laundering*) (inclusive) by a date or time earlier than the latest date and time specified above for the fulfilment of the relevant Condition notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
3. Subject to paragraph 4 below, under Rule 13.5(a) of the Code, AAM may only invoke a Condition so as to cause the Combination not to proceed, to lapse or to be withdrawn with the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to AAM in the context of the Combination. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
4. Each of Conditions 1 (*Long Stop Date*), 2 (*Scheme approval*), 4 (*AAM Shareholder approval*) and 5 (*Listing on the New York Stock Exchange, effectiveness of registration*) (and any Offer acceptance condition adopted on the basis specified in Part C below) will not be subject to Rule 13.5(a) of the Code.
5. Any Condition that is subject to Rule 13.5(a) of the Code may be waived by AAM.
6. The Combination will not become Effective unless the Conditions have been fulfilled or (to the extent capable of waiver and permitted) waived or, where appropriate, have been determined by AAM to be or remain satisfied by no later than the Long Stop Date.
7. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

Part C: IMPLEMENTATION BY WAY OF TAKEOVER OFFER

Subject to the terms of the Co-operation Agreement and obtaining the consent of the Panel, AAM reserves the right to elect to implement the Combination by way of an Offer as an alternative to the Scheme. In such event, such Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments to reflect the change in method of effecting the Combination, including (without limitation) the inclusion of an acceptance condition set at 90 per cent. of Dowlais Shares to which the Offer relates, (or such lesser percentage as may be determined after consultation with the Panel (if necessary)), being in any case more than 50 per cent. of the voting rights normally exercisable at a general meeting of Dowlais, including, for this purpose, any such voting rights attaching to Dowlais Shares that are issued before the Offer becomes or is declared unconditional (whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise).

PART FOUR

THE SCHEME OF ARRANGEMENT

THE SCHEME OF ARRANGEMENT
IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2025-004022

IN THE MATTER OF DOWLAIS GROUP PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)

between

DOWLAIS GROUP PLC

AND

THE HOLDERS OF THE SCHEME SHARES
(as hereinafter defined)

PRELIMINARY

- (A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

“AAM”	American Axle & Manufacturing Holdings, Inc., a Delaware corporation;
“AAM DIs”	a dematerialised depositary interest representing New AAM Shares issued by the DI Depositary whereby the DI Depositary will hold New AAM Shares, represented by book-entry interests in the DTC system, via the DI Custodian as its custodian, on trust for the CREST member to whom it has issued a depositary interest;
“AAM Group”	AAM and its subsidiary undertakings from time to time;
“Admission”	admission of all of the AAM Shares (including the New AAM Shares) to: (a) the equity shares (international commercial companies secondary listing) category of the Official List (in accordance with the Listing Rules and FSMA); and (b) trading on the Main Market for listed securities of the London Stock Exchange (in accordance with the Admission and Disclosure Standards of the London Stock Exchange);
“Announcement”	the announcement by AAM of a firm intention to make an offer for Dowlais dated 29 January 2025;
“Business Day”	a day, not being a public holiday, Saturday or Sunday, on which banks in London and New York are open for normal business;

“Buyback Programme”	the share buyback programme of up to £50 million announced on 21 March 2024 by Dowlais on the London Stock Exchange;
“certificated form” or “in certificated form”	a share or other security which is not in uncertificated form (that is, not in CREST);
“Code”	the City Code on Takeovers and Mergers, as amended from time to time;
“Combination”	the proposed acquisition by AAM of the entire issued and to be issued ordinary share capital of Dowlais not already owned or controlled by AAM on the terms and subject to the conditions set out in the Announcement and in this Document, to be implemented by way of the Scheme (or should AAM so elect under certain circumstances described in this Document, by means of an Offer), and where the context requires, any subsequent revision, variation, extension or renewal thereof;
“Combined Group”	the combined group following the Combination, comprising the AAM Group and the Dowlais Group;
“Companies Act”	the Companies Act 2006, as amended from time to time;
“Condition(s)”	the conditions to the Combination and to the implementation of the Scheme set out in Part Three (<i>Conditions to the Implementation of the Scheme and to the Combination</i>) of this Document;
“Co-operation Agreement”	the co-operation agreement between AAM and Dowlais dated 29 January 2025, as described in paragraph 12 of Part Nine (<i>Additional Information on Dowlais and AAM</i>) of this Document;
“Consideration”	the consideration payable to Scheme Shareholders under the terms of the Scheme, comprising 0.0881 New AAM Shares and 43 pence per Scheme Share and any subsequent adjustments thereof;
“Court”	the High Court of Justice in England and Wales;
“Court Meeting”	the meeting or meetings of Dowlais Shareholders to be convened by the Court pursuant to Part 26 of the Companies Act for the purpose of considering, and if thought fit, approving the Scheme (with or without amendment) including any adjournment, postponement or reconvention of any such meeting, notice of which is set out on Part Eleven (<i>Notice of Court Meeting</i>) of this Document;
“Court Order”	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
“Court Sanction Date”	the date on which the Scheme is sanctioned by the Court;
“Court Hearing”	the hearing of the Court of the application to sanction the Scheme under Part 26 of the Companies Act;
“CREST”	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755), including as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018) in

	respect of which Euroclear is the Operator (as defined in said Regulations);
“CREST Manual”	the CREST Manual published by Euroclear, as amended from time to time;
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755) (as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), as amended from time to time (including by means of the Uncertificated Securities (amendment and EU Exit) Regulations 2019 (SI 2019/679));
“CSN Custodian”	Computershare Company Nominees Limited, in its capacity as custodian for the CSN Nominee;
“CSN Facility”	the corporate sponsored nominee service provided by the CSN Nominee for Scheme Shareholders resident in a CSN Jurisdiction and who hold their Scheme Shares in certificated form (that is, not in CREST) immediately prior to the Scheme Record Time, operated under the CSN Facility Terms and Conditions;
“CSN Facility Terms and Conditions”	the terms and conditions of the CSN Facility as set out at Appendix 3 to the Document dated 19 June 2025 of which this Scheme forms part;
“CSN Jurisdiction”	Argentina, Botswana, Brazil, Chile, Gibraltar, Guernsey, Guinea, Hong Kong, Indonesia, Isle of Man, Jersey, Mexico, Namibia, Paraguay, Peru, South Africa, South Korea, Switzerland, Taiwan and the UK;
“CSN Nominee”	Computershare Investor Services PLC;
“DI Custodian”	Computershare Trust Company, N.A., in its capacity as custodian for the DI Depositary;
“DI Depositary”	Computershare Investor Services PLC;
“Document”	the document, of which the Scheme forms part, dated 19 June 2025 addressed to Dowlais Shareholders;
“Dowlais” or “Company”	Dowlais Group plc, a public limited company incorporated in England and Wales with registered number 14591224;
“DRS”	the Direct Registration System, a system that allows electronic direct registration of securities in an investor’s name on the books of the transfer agent or issuer, and allows shares to be transferred between a transfer agent and broker electronically;
“DTC”	The Depositary Trust Company, a wholly-owned subsidiary of The Depositary Trust and Clearing Corporation;
“Effective”	the Scheme having become effective pursuant to its terms, upon the delivery of the Court Order to the Registrar of Companies;
“Effective Date”	the date on which the Scheme becomes effective;
“Election Restricted Jurisdiction”	a Restricted Jurisdiction and any jurisdiction where local laws or regulations may result in a significant risk of civil,

	regulatory or criminal exposure if a Dowlais Shareholder resident in such jurisdiction is offered the right to make an election under the Mix and Match Facility;
“Election Restricted Shareholders”	Restricted Shareholders and Dowlais Shareholders with registered addresses in, or who are resident and/or located in, one or more Election Restricted Jurisdiction;
“Election Return Date”	the Business Day following the Court Sanction Date;
“Election Return Time”	1.00 p.m. on the Election Return Date;
“Electronic Election”	a Transfer to Escrow instruction made in respect of the Mix and Match Facility by a Scheme Shareholder who holds Scheme Shares in uncertificated form immediately prior to the Election Return Time in accordance with the procedure detailed in Part Six (<i>Notes for Making Elections Under the Mix and Match</i>) of the Scheme Document;
“Euroclear”	Euroclear UK & International Limited, incorporated in England and Wales with registered number 02878738;
“Exchange Rate”	the spot reference rate for a transaction between Pounds Sterling and U.S. Dollars as quoted by the Bank of England on the last Business Day prior to the Effective Date;
“Excluded Shares”	any Dowlais Shares which are: <ul style="list-style-type: none"> (i) registered in the name of or beneficially owned by AAM and/or any member of the AAM Group (and/or any nominee of the foregoing); or (ii) held in treasury, in each case, at any relevant date or time as the context permits;
“FY24 Final Dividend”	has the meaning given to it in paragraph 3 of Part One (<i>Letter from the Chair of Dowlais</i>) of this Document;
“holder”	a registered holder and includes any person(s) entitled by transmission;
“Latest Practicable Date”	close of business on 17 June 2025, being the latest practicable date before publication of this Document;
“Mix and Match Facility”	the facility provided for in clause 3 under which a Scheme Shareholder (other than an Election Restricted Shareholder) may elect, subject to elections of other Scheme Shareholders, to receive more cash or more New AAM Shares in respect of his/her Scheme Shares than he/she would receive absent any such election;
“New AAM Shares”	the new AAM Shares, the DTC book-entry interests representing such shares, or the AAM DIs (as the context requires), proposed to be issued to Scheme Shareholders under the Scheme;
“Panel”	the UK Panel on Takeovers and Mergers;
“Registrar”	Equiniti Limited;
“Registrar of Companies”	the Registrar of Companies in England and Wales;

“Scheme” or “Scheme of Arrangement”	this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Dowlais and AAM;
“Scheme Record Time”	6.00 p.m. (London time) on the Business Day immediately after the Court Hearing;
“Scheme Shareholders”	holders of Scheme Shares and a “Scheme Shareholder” shall mean any one of those Scheme Shareholders;
“Scheme Shares”	<p>the Dowlais Shares:</p> <ul style="list-style-type: none"> (i) in issue at the date of this Scheme; (ii) (if any) issued after the date of this Scheme and prior to the Voting Record Time; and (iii) (if any) issued at or after the Voting Record Time but before the Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by this Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by this Scheme, <p>in each case (where the context requires), which remain in issue at the Scheme Record Time but excluding any Excluded Shares at any relevant date or time;</p>
“Transfer Agent”	Computershare Trust Company, N.A.;
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland;
“uncertificated form” or “in uncertificated form”	a share or other security recorded on the relevant register as being held in uncertificated form in CREST, and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST; and
“Voting Record Time”	6.30 p.m. on the day which is two Business Days prior to the date of the Court Meeting or, if the Court Meeting is adjourned, 6.30 p.m. on the day which is two Business Days before the date of such adjourned meeting.
<p>(A) In this Scheme: (i) all references to times of day are to London time; (ii) all references to “£”, “GBP”, “Pounds Sterling”, “pence” and “p” are to the lawful currency of the United Kingdom; and (iii) all references to clauses and sub-clauses are to clauses and sub-clauses of this Scheme.</p> <p>(B) As at the Latest Practicable Date, the issued share capital of the Company was £13,166,586 divided into 1,316,658,644 ordinary shares of 1 pence each, all of which are credited as fully paid up. As at the Latest Practicable Date, no shares were held in treasury.</p> <p>(C) AAM was incorporated on 15 May 1998 under the laws of Delaware. As at the Latest Practicable Date, AAM had in issue 118,662,478 shares of common stock of \$0.01 par value each.</p> <p>(D) As at the Latest Practicable Date, no member of the AAM Group held any Dowlais Shares.</p> <p>(E) AAM has agreed, subject to satisfaction or (where applicable) waiver of the Conditions, to appear by counsel at the Court Hearing and to undertake to the Court to be bound by the provisions of this Scheme in so far as it relates to AAM and to execute and do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.</p>	

1. TRANSFER OF SCHEME SHARES

- (A) Upon and with effect from the Effective Date, AAM shall acquire all of the Scheme Shares fully paid up, with full title guarantee, free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature whatsoever, and together with all rights or interests of any nature at the Effective Date or thereafter attached thereto, including voting rights and the right to receive and retain all dividends and other distributions (if any) and any return of capital (whether by reduction of share capital or share premium account or otherwise) announced, authorised, declared, made or paid in respect of the Scheme Shares by reference to a record date falling on or after the Effective Date (other than the FY24 Permitted Dividend).
- (B) For the purposes of such acquisition, the Scheme Shares shall be transferred to AAM and such transfer shall be effected by means of a form or forms of transfer (which shall constitute the principal instrument giving effect to the transfer of the Scheme Shares) or other instrument of transfer and to give effect to such transfer(s) any person may be appointed by AAM as attorney and/or agent and shall be authorised as such attorney and/or agent on behalf of the relevant holder of Scheme Shares to execute and deliver as transferor a form or forms of transfer or other instrument of transfer (whether as a deed or otherwise) of such Scheme Shares and every form or instrument of transfer so executed shall be as effective as if it had been executed by the holder or holders of the Scheme Shares thereby transferred.
- (C) Pending the transfer of the Scheme Shares pursuant to sub-clause 1(A) and sub-clause 1(B) of this Scheme on the Effective Date and the updating of the register of members of the Company to reflect such transfer, each Scheme Shareholder irrevocably:
- (i) appoints AAM as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges attaching to its Scheme Shares;
 - (ii) undertakes to sign any consent to short notice of any general or separate class meeting of Dowlais; and
 - (iii) authorises Dowlais and/or its agents to send to AAM any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of Dowlais,

such that from the Effective Date, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares otherwise than in accordance with the directions of AAM.

2. CONSIDERATION FOR THE TRANSFER OF SCHEME SHARES

- (A) In consideration for the transfer of the Scheme Shares to AAM pursuant to clause 1 of this Scheme, AAM shall, subject as hereinafter provided, allot and issue or procure the allotment and issuance to or for the account of each Scheme Shareholder (as appearing on the register of members of Dowlais at the Scheme Record Time):

for each Scheme Share 0.0881 New AAM Share

and shall pay or procure that there shall be paid to or for the account of each Scheme Shareholder (as appearing on the register of members of Dowlais at the Scheme Record Time):

for each Scheme Share 43 pence in cash

- (B) The New AAM Shares to be issued pursuant to this clause 2 and the remaining provisions of this Scheme will be issued credited as fully paid and shall rank *pari passu* in all respects with the issued ordinary shares in AAM in issue at the time the New AAM Shares are issued, including the right to receive and retain in full all dividends and other distributions (if any) announced, declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, in each case by reference to a record date falling on or after the Effective Date.

- (C) Immediately after the Scheme becomes effective, AAM shall make all such allotments of and shall issue such New AAM Shares as are required to be issued to give effect to this Scheme to the persons entitled thereto, such consideration to be settled as set out in clauses 5 and 7 of this Scheme but subject to clause 6 of this Scheme.
- (D) In addition to the consideration payable in connection with the Combination, Dowlais Shareholders were entitled to receive and retain the FY24 Final Dividend (paid on 29 May 2025 as part of Dowlais' ordinary course 2024 financial year dividend calendar) without any reduction of the consideration payable under the terms of the Combination.
- (E) If any dividend or other distribution is announced, declared, made or paid, or becomes payable, in respect of Dowlais Shares on or after the date of the Announcement and before the Effective Date, other than the FY24 Final Dividend or any repurchases of Dowlais Shares by Dowlais pursuant to the Buyback Programme, AAM reserves the right to reduce the consideration payable in respect of each Dowlais Share by the amount of all or part of any such dividend or other distribution. If AAM exercises this right or makes such a reduction in respect of a dividend, other distribution or return of capital that has not been paid, Dowlais Shareholders will be entitled to receive and retain that dividend, other distribution or return of capital.
- (F) From the date of the Announcement until the Effective Date, AAM is not permitted to announce, declare, make or pay any dividend, other distribution or return of capital and, if AAM does not comply with this restriction, Dowlais shall be entitled (at its sole discretion) to declare and pay an equalising dividend to Dowlais Shareholders, without any consequential reduction to the consideration.

3. MIX AND MATCH FACILITY

- (A) Elections made by Scheme Shareholders under the Mix and Match Facility will not affect the entitlements of Scheme Shareholders who do not make any such election.
- (B) An election will only be accepted under the Mix and Match Facility in respect of a whole number of Scheme Shares. Any election which is made in respect of a number of Scheme Shares which is not a whole number shall be deemed to be made in respect of the nearest whole number of Scheme Shares when rounded down.
- (C) The entitlements of Dowlais Shareholders under the Mix and Match Facility will be based on the Mix and Match Reference Price, which will be calculated using the 5 Day VWAP of AAM Shares as at the close of trading on the NYSE on the Trading Day falling immediately prior to the Scheme Record Date (the "**Measurement Date**") (such AAM share price being the "**AAM Mix and Match Price**"), converted into pounds sterling based on the closing spot rate of exchange for GBP into USD as published by Bloomberg L.P. on the Measurement Date (the "**Mix and Match FX Rate**").
- (D) The following provisions shall apply:
 - (i) the aggregate number of New AAM Shares to be issued to Scheme Shareholders in accordance with clause 2 will not be increased or decreased as a result of elections made pursuant to this clause 3 save where required to accommodate rounding of individual entitlements down to the nearest whole Scheme Share;
 - (ii) the aggregate amount of cash consideration to be paid to Scheme Shareholders in accordance with clause 2 will not be increased or decreased as a result of elections made pursuant to this clause 3;
 - (iii) valid elections made by Scheme Shareholders to receive more New AAM Shares than they would receive absent such an election so as to surrender all of their cash component in respect of that Scheme Share (each such election a "**Share Election**") will be satisfied only to the extent that other Scheme Shareholders make equal and opposite elections under the Mix and Match Facility for more cash than they would receive absent such an election so as to surrender all of their New AAM Share entitlement in respect of that Scheme Share (each such election a "**Cash Election**");
 - (iv) valid Cash Elections made by Scheme Shareholders will be satisfied only to the extent that other Scheme Shareholders make equal and opposite Share Elections; and

- (v) a Scheme Shareholder may make a Cash Election or a Share Election in respect of all or part of his/her holding of Scheme Shares. A Scheme Shareholder may make a Cash Election in respect of some of his/her Scheme Shares and a Share Election in respect of others.
- (E) To the extent that Share Elections or Cash Elections cannot be satisfied in full:
 - (i) the number of Scheme Shares in respect of which an elector has made a Share Election or Cash Election will be scaled down *pro rata* in proportion to the number of Scheme Shares in respect of which the election is made (or as near thereto as AAM and Dowlais in their absolute discretion consider practicable) amongst electors; and
 - (ii) in respect of the balance of Scheme Shares held by each such elector, such Scheme Shareholder shall be deemed not to have made any election.
- (F) Minor adjustments to the entitlements of Scheme Shareholders pursuant to elections made under this Scheme may be made by Dowlais' Registrar with the prior consent of Dowlais and AAM on a basis that Dowlais and AAM consider to be fair and reasonable to the extent necessary to satisfy all entitlements pursuant to elections under this Scheme as nearly as may be practicable. Such adjustments shall be final and binding on Scheme Shareholders.
- (G) Elections under the Mix and Match Facility made by Scheme Shareholders who hold their Scheme Shares in certificated form shall be made by completion of a Form of Election sent to Scheme Shareholders by or on behalf of Dowlais which shall be signed by the Scheme Shareholder or his/her duly authorised agent and in the case of joint holders in like manner by or on behalf of all such holders. To be effective, the Form of Election must be completed and returned in accordance with the instructions printed thereon so as to arrive by not later than the Election Return Time at the offices of Dowlais' registrar, Equiniti, at Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA.
- (H) Elections under the Mix and Match Facility made by Scheme Shareholders who hold their Scheme Shares in uncertificated form shall be made by way of Electronic Election. To be effective an Electronic Election must be made and received by not later than the Election Return Time.
- (I) Upon execution and delivery by a Scheme Shareholder of a valid Form of Election or the making of a valid Electronic Election (as applicable) such holder shall be bound by the terms and provisions contained in the Form of Election or the Electronic Election (as the case may be) and by the terms and provisions contained in Part Six of the Scheme Document entitled "Notes for making elections under the Mix and Match".
- (J) If a Form of Election or an Electronic Election is received after the Election Return Time or is received before such time but is not, or is deemed not to be, valid or complete in all respects at such time, then such election shall be void unless Dowlais and AAM in their absolute discretion, elect to treat as valid in whole or in part any such election.
- (K) A Form of Election duly completed and delivered or an Electronic Election made in accordance with this clause 3 may be withdrawn by notice to Dowlais' Registrar in writing for those Scheme Shareholders who have returned a Form of Election and in electronic format for those Scheme Shareholders who have made an Electronic Election (in both cases), to be received by 1.00 p.m. on the Election Return Date.
- (L) If a Scheme Shareholder has made a valid election under the Mix and Match Facility in respect of all of their Scheme Shares then:
 - (i) the validity of the Cash Election or the Share Election (as the case may be) shall not be affected by any alteration in the number of Scheme Shares held by the Scheme Shareholder at any time prior to the Scheme Record Time; and
 - (ii) accordingly, the Cash Election or the Share Election (as the case may be) will apply in respect of all of the Scheme Shares which the Scheme Shareholder holds immediately prior to the Scheme Record Time.

- (M) If a Scheme Shareholder has made a valid Cash Election and/or a valid Share Election in respect of a specified number of their Scheme Shares and immediately prior to the Scheme Record Time the number of Scheme Shares held by the Scheme Shareholder is:
- (i) equal to or in excess of the aggregate number of Scheme Shares to which such election(s) relate, then the validity of the election(s) made by the Scheme Shareholder shall not be affected by any alteration in the number of Scheme Shares held by the Scheme Shareholder in the period prior to the Scheme Record Time and any reduction in his holding shall be treated first as a disposal of those Scheme Shares in respect of which he did not make such election; or
 - (ii) less than the aggregate number of Scheme Shares to which such election(s) relate then:
 - (a) if the Scheme Shareholder has made only a valid Cash Election, they shall be treated as having made a Cash Election in respect of their entire holding of Scheme Shares;
 - (b) if the Scheme Shareholder has made only a valid Share Election, they shall be treated as having made a Share Election in respect of their entire holding of Scheme Shares;
 - (c) if the Scheme Shareholder has made both a valid Cash Election and a valid Share Election then:
 - (A) Share Elections made by the Scheme Shareholder (the “**Relevant Share Elections**”) shall be reduced so as to apply to the number of Scheme Shares calculated by multiplying (i) the number of Scheme Shares held by the Scheme Shareholder immediately prior to the Scheme Record Time by (ii) the fraction calculated by dividing the number of Scheme Shares that were subject to the Relevant Share Elections by the aggregate number of Scheme Shares the subject of all of the Share Elections and Cash Elections made by the Scheme Shareholder, rounding down to the nearest whole number of Scheme Shares; and
 - (B) Cash Elections made by the Scheme Shareholder shall be reduced so as to apply to all the Scheme Shares held by the Scheme Shareholder immediately prior to the Scheme Record Time which are not the subject of Share Elections as scaled down pursuant to clause 3(L)(ii)(c)(A).
- (N) No election shall be available to Election Restricted Shareholders or to any Scheme Shareholder to whom clause 6(A)(i) or 6(A)(ii) applies. Any purported election by such a Scheme Shareholder shall be void.

4. CERTIFICATES IN RESPECT OF SCHEME SHARES AND CANCELLATION OF CREST ENTITLEMENTS

With effect from and including the Effective Date:

- (A) Scheme Shareholders shall, in accordance with this Scheme, cease to have any rights with respect to the Scheme Shares, except the right to receive the Consideration determined as set out in clauses 2, 3, 6 and 7 of this Scheme;
- (B) all certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder of Scheme Shares shall be bound at the request of Dowlais to deliver the same to Dowlais (or any person appointed by Dowlais to receive such certificates), or, as Dowlais may direct, to destroy the same;
- (C) Dowlais shall procure that Euroclear is instructed to cancel or transfer the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form;
- (D) following cancellation or transfer of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Dowlais shall procure (if necessary) that entitlements to such Scheme Shares are rematerialised; and

- (E) subject to the completion of such form or forms of transfer or other instruments or instructions of transfer as may be required in accordance with clause 1 of this Scheme and the payment of any UK stamp duty thereon, Dowlais will make or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares to AAM pursuant to clause 1 of this Scheme.

5. SETTLEMENT OF CONSIDERATION

- (A) Subject to clause 6, settlement of the New AAM Shares to which a Scheme Shareholder is entitled shall be effected as follows:

- (i) in respect of a holding of Scheme Shares in certificated form at the Scheme Record Time:
 - (a) where such Scheme Shareholder is resident in a CSN Jurisdiction, and subject to Admission taking place on or around the Effective Date, AAM shall procure that the New AAM DIs to which such Scheme Shareholder is entitled shall be issued to the CSN Custodian in the manner set out in paragraph 5(A)(ii)(b) below and the CSN Nominee will credit such Scheme Shareholder subject to the CSN Facility Terms and Conditions as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date;
 - (b) where such Scheme Shareholder is ineligible to participate in the CSN Facility, or where Admission has not taken place on or around the Effective Date, AAM shall procure that the New AAM Shares to which the holder of such Scheme Shares is entitled shall be issued by the Transfer Agent through DRS, registered in the same name(s) and address as appeared on Dowlais' register of members for each relevant Scheme Shareholder as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date;
- (ii) in respect of a holding of Scheme Shares in uncertificated form at the Scheme Record Time, AAM shall procure that:
 - (a) the New AAM Shares to which such Scheme Shareholder is entitled shall be issued to Cede & Co. as nominee for DTC, which shall be the registered holder of such New AAM Shares;
 - (b) DTC shall issue book entry interests representing such New AAM Shares to the securities deposit account of the DI Custodian, which shall hold such interests as nominee for the DI Depositary; and
 - (c) the DI Depositary shall issue AAM DIs representing interests in such New AAM Shares in CREST for final delivery to the securities deposit account in the CREST system in which each such uncertificated Scheme Shareholder previously held Scheme Shares as soon as practicable after the Effective Date and in any event within 14 days of the Effective Date,

provided that AAM reserves the right to settle all or part of such consideration in accordance with the procedures set out in clause 5(A)(i) if, for any reason outside AAM's control, it is not able to effect settlement in accordance with clause 5(A)(ii);

- (B) Subject to clause 6, settlement of the cash consideration to which a Scheme Shareholder is entitled shall be effected as follows:

- (i) in respect of a holding of Scheme Shares in certificated form at the Scheme Record Time, any cash consideration to which a Scheme Shareholder is entitled shall be settled by AAM
 - (i) by electronic payment (where the relevant Scheme Shareholder has set up a standing electronic payment mandate with Dowlais' Registrar, Equiniti); (ii) by cheque drawn on a branch of a UK clearing bank; or (iii) by such other method as may be elected by AAM and, where required, approved by the Panel. Cheques shall be despatched as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date (subject to any obligation on AAM to withhold all or a portion of the cash consideration to which a Scheme Shareholder is entitled); and

- (ii) in respect of a holding of Scheme Shares in uncertificated form at the Scheme Record Time, any cash consideration to which a Scheme Shareholder is entitled shall be paid by means of CREST by AAM procuring that Dowlais' Registrar is instructed to create an assured payment obligation in favour of the Scheme Shareholder's payment bank in respect of the cash consideration due to them as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date (subject to any obligation on AAM to withhold all or a portion of the cash consideration to which a Scheme Shareholder is entitled), in accordance with the CREST assured payment arrangements,

provided that AAM reserves the right to make such payment by cheque as set out in clause 5(B)(i) if, for reasons outside of its reasonable control, it is not able to effect settlement in accordance with this clause 5(B)(ii).

- (C) With effect from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.
- (D) All deliveries of notices, documents of title, cheques, certificates or statements of entitlement required to be made pursuant to this Scheme will be effected by sending the same by first class post in pre-paid envelopes or by international standard post if overseas (or by such method as may be approved by the Panel) addressed to the persons entitled thereto at their respective registered addresses as appearing in the register of members of Dowlais at the Scheme Record Time or, in the case of joint holders, at the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time.
- (E) All cheques shall be in Pounds Sterling and drawn on a United Kingdom clearing bank and shall be made payable to the Scheme Shareholder concerned (or, in the case of Scheme Shareholders holding jointly, to that one of the joint holders whose name stands first in the register of members of the Company in respect of such joint holding of Scheme Shares at the Scheme Record Time). The encashment of any such cheque or the creation of any assured payment obligation through CREST or otherwise, each in connection with this Scheme, shall be a complete discharge of AAM's obligations (and those of AAM's respective agents or nominees) under this Scheme to pay the monies represented thereby.
- (F) None of Dowlais, AAM or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices, declarations of title, cheques, certificates or statements of entitlement sent in accordance with this Scheme, which shall be sent at the risk of the person or persons entitled thereto.
- (G) The preceding sub-clauses of this clause 5 shall take effect subject to any prohibition or condition imposed by law.

6. OVERSEAS SHAREHOLDERS

- (A) The provisions of clause 6 of this Scheme shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if, in respect of any holder of Scheme Shares with a registered address in a jurisdiction outside the United Kingdom or whom AAM reasonably believes to be a citizen, resident or national of, or located in, a jurisdiction outside the United Kingdom, AAM is advised that the allotment, issue or delivery to such holder of New AAM Shares under clause 6 would or may infringe the laws of such jurisdiction or would or may require Dowlais or AAM (as the case may be) to comply with any governmental or other consent or any registration, filing or other formality with which Dowlais or AAM (as the case may be) is unable to comply or compliance with which Dowlais or AAM (as the case may be) regards as unduly onerous, then AAM may, in its sole discretion:
 - (i) determine that the New AAM Shares shall not be allotted and/or issued to such holder under clause 6 of this Scheme but shall instead be allotted and issued to a nominee on terms that such person shall, as soon as practicable following the Effective Date, sell the New AAM Shares so allotted and issued at the best price which can reasonably be obtained at the time of sale and account for the net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale,

including any value added tax payable on the proceeds of sale) by sending a cheque in accordance with the provisions of sub-clause 6(B) of this Scheme (as applicable); or

- (ii) determine that the New AAM Shares shall be sold, in which event the New AAM Shares shall be allotted and/or issued to such holder and AAM shall appoint a person to act pursuant to this sub-clause 6(A)(ii) and such person shall be authorised on behalf of such holder to procure that any shares in respect of which AAM has made such determination shall as soon as practicable following the Effective Date be sold at the best price which can reasonably be obtained at the time of sale and the net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any value added tax payable on the proceeds of sale) shall be paid to such holder by sending a cheque in accordance with the provisions of sub-clause 6(B) of this Scheme (as applicable).

To give effect to any sale under this sub-clause 6(A), the person appointed will be authorised to execute and deliver a form of transfer or other instrument or instruction of transfer (whether as a deed or otherwise) and to give such instructions and to do all other things which such person may consider necessary or expedient in connection with such sale.

In the absence of bad faith or wilful default, none of Dowlais, AAM or the person so appointed shall have any liability for any loss or damage arising as a result of the timing or terms of such sale.

- (B) In the case of Scheme Shares to be sold in accordance with sub-clause 6(A) of this Scheme, AAM will on behalf of the person appointed pursuant to sub-clause 6(A) of this Scheme make any cash payment pursuant to sub-clause 6(A) of this Scheme by despatching to the Scheme Shareholder, or procuring the despatch to the Scheme Shareholder of, a cheque in Pounds Sterling drawn on a UK clearing bank by post as soon as practicable after such sale and in any event within 14 days of such sale.

7. FRACTIONAL ENTITLEMENTS

- (A) Fractions of New AAM Shares will not be allotted to Scheme Shareholders. Instead, any Scheme Shareholder who would have been entitled to such fractional entitlement shall receive, in lieu of such fractional entitlements, cash in an amount (applying the Exchange Rate and rounded down to the nearest penny) equal to such fractional entitlement (which such Scheme Shareholder would otherwise have been entitled) multiplied by the last reported sale price of AAM Shares on the New York Stock Exchange (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source selected by AAM) on the last Business Day prior to the Effective Date.
- (B) AAM shall make any cash payments to which a Scheme Shareholder is entitled under clause 7(A):
 - (i) in the case of Scheme Shares which are in uncertificated form at the Scheme Record Time, by instructing Dowlais' Registrar, or procuring that Dowlais' Registrar is instructed, to create an assured payment obligation in favour of the payment bank of the holders of such Scheme Shares in accordance with the CREST assured payment arrangements (as set out in the CREST Manual) as soon as practicable and in any event within 14 days of the Effective Date, provided that AAM shall reserve the right to pay all or part of such consideration by cheque in Pounds Sterling drawn on a UK clearing bank; and
 - (ii) in the case of Scheme Shares which are in certificated form at the Scheme Record Time, by despatching, or procuring the despatch of, to the Scheme Shareholder, a cheque in Pounds Sterling drawn on a UK clearing bank by post as soon as practicable and in any event within 14 days of the Effective Date.
- (C) All such cash payments will be made in Pounds Sterling. Payments made by cheque will be payable to the Scheme Shareholder concerned or, in the case of joint holders, to all joint holders on the register of members of Dowlais. Cheques will be despatched not later than the fourteenth day following the Effective Date to the person entitled thereto at the address as appearing in the register of members of Dowlais at the Scheme Record Time. Neither AAM nor any of its

nominee(s) or agents shall be responsible for any loss or delay in the transmission of cheques sent in this way, and such cheques shall be sent entirely at the risk of the person entitled thereto.

8. WITHHOLDING RIGHTS

Notwithstanding any other provision of this Scheme of Arrangement, AAM, any member of the AAM Group and any affiliate(s), nominee(s) or agent(s) of any member of the AAM Group, shall be entitled to deduct and withhold from any amount payable pursuant to the Scheme of Arrangement such amounts, if any, as it is required to deduct and withhold with respect to the making of such payment under the Code, the rules and regulations promulgated thereunder, or any other applicable law. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts (a) shall be remitted to the applicable governmental authority, if required by applicable law, and in accordance with the timing requirements thereunder; and (b) shall be treated for all purposes of the Scheme of Arrangement as having been paid to the person in respect of which such deduction and withholding was made.

9. MANDATES

All communication preferences and mandates relating to the payment of dividends and other instructions given to Dowlais by (i) Scheme Shareholders who hold their Scheme Shares in certificated form where such Scheme Shareholder is resident in a CSN Jurisdiction, and (ii) Scheme Shareholders holding their Scheme Shares in CREST, which are in force at the Scheme Record Time relating to holdings of Scheme Shares will, to the extent possible, become a valid instruction in respect of the corresponding AAM DIs, and no new communication and payment preferences will need to be provided following the issuance of AAM DIs.

All communication preferences and mandates relating to the payment of dividends and other instructions given to Dowlais by Scheme Shareholders (other than (i) Scheme Shareholders who hold their Scheme Shares in certificated form where such Scheme Shareholder is resident in a CSN Jurisdiction and (ii) Scheme Shareholders holding their Scheme Shares in CREST) in force at the Scheme Record Time relating to holdings of Scheme Shares will not become a valid instruction in respect of the corresponding New AAM Shares, and new communication and payment preferences will need to be provided following the issuance of New AAM Shares. Details of how to submit these instructions will be provided with the DRS statements.

10. OPERATION OF THIS SCHEME

- (A) This Scheme shall become effective as soon as a copy of the Court Order shall have been delivered to the Registrar of Companies in England and Wales.
- (B) Unless this Scheme has become effective on or before 11.59 p.m. (London time) on 29 June 2026, or such later date, if any, as Dowlais and AAM may agree in writing (with the Panel's consent and as the Court may allow (if such approval(s) are required)) this Scheme shall never become effective.

11. MODIFICATION

Dowlais and AAM may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition that the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Code. For the avoidance of doubt, no modification may be made to this Scheme once it has become effective.

12. GOVERNING LAW

This Scheme is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales. The rules of the Code will apply to this Scheme.

Dated: 19 June 2025

PART FIVE

FINANCIAL INFORMATION

1. FINANCIAL INFORMATION RELATING TO DOWLAIS

The following sets out financial information in respect of Dowlais as required by Rule 24.3 of the Code. The specified sections of the document referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference in accordance with Rule 24.15 of the Takeover Code:

- (A) the audited accounts of Dowlais for the year ended 31 December 2023, as set out on pages 127 to 194 (both inclusive) of the 2023 Dowlais Annual Report available at www.dowlais.com/investors/results-presentations/.
- (B) the audited accounts of Dowlais for the year ended 31 December 2024, as set out on pages 118 to 189 (both inclusive) of the 2024 Dowlais Annual Report available at www.dowlais.com/investors/results-presentations/.

2. FINANCIAL INFORMATION RELATING TO AAM

The following sets out financial information in respect of AAM as required by Rule 24.3 of the Code. The specified sections of the documents referred to below are incorporated into this Document by reference in accordance with Rule 24.15 of the Code:

- (A) the audited consolidated financial statement of AAM for the 52 weeks ended 31 December 2023 as set out on pages 46 to 98 (both inclusive) of the 2023 AAM Annual Report available at www.aam.com/investors/reports-filings.
- (B) the audited consolidated financial statement of AAM for the 52 weeks ended 31 December 2024 as set out on pages 54 to 99 (both inclusive) of the 2024 AAM Annual Report available at www.aam.com/investors/reports-filings.
- (C) the unaudited first quarter 2025 financial results of AAM for the three months ended 31 March 2025 available at www.aam.com/investors/reports-filings.

3. AAM RATINGS INFORMATION

As at 31 December 2024, AAM had been assigned a long-term corporate credit rating of BB- (stable outlook) by S&P, and a long-term corporate family rating of B1 (stable outlook) by Moody's.

On 30 January 2025, S&P noted that the Combination will enhance AAM's business profile but may impact credit metrics in the short term due to the additional debt incurred.

On 4 February 2025, Moody's noted that the Combination is not expected to impact AAM's corporate family rating.

4. EFFECT ON AAM'S EARNINGS, ASSETS AND LIABILITIES

The AAM Directors expect the Combination to be accretive to the Combined Company's pro forma adjusted net income per share in 2025, with enhanced profitability over time.

On a pro forma basis, the Combined Company's net leverage is expected to increase to in the short term, but the strong cash flow generation profile of the combined business, synergy realisation and disciplined capital allocation will all support swift deleveraging following completion of the Combination.

On a pro forma basis and assuming that the Combination had become Effective on 31 March 2025, the Combined Company would have had total net assets of approximately \$10 billion (based on the pro forma net assets of AAM and Dowlais as at 31 March 2025).

5. NO INCORPORATION OF WEBSITE INFORMATION

Save as expressly referred to herein, neither the content of Dowlais' or AAM's websites, nor the content of any website accessible from hyperlinks on Dowlais' or AAM's websites is incorporated into, or forms part of, this Document.

PART SIX

NOTES FOR MAKING ELECTIONS UNDER THE MIX AND MATCH

(For the attention of all Dowlais Shareholders other than Election Restricted Shareholders)

If you wish to receive the Standard Consideration for each Scheme Share that you hold at the Scheme Record Time, DO NOT RETURN a Form of Election or send an Electronic Election.

1. IF YOU HOLD SCHEME SHARES IN CERTIFICATED FORM (THAT IS, NOT IN CREST) AND YOU WISH TO MAKE A MIX AND MATCH ELECTION:

You must complete and sign a Form of Election in accordance with the instructions printed thereon and return it to Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. A pre-paid envelope is enclosed for your convenience.

The Election Return Time (being the last time for lodging your Form of Election or making your Electronic Election) is 1.00 p.m. on the Business Day following the Court Hearing as set out in the expected timetable of principal events on pages 20 to 22 of this document.

Any changes to the Election Return Time will be announced by Dowlais via a Regulatory Information Service in due course, with such announcement being made available on Dowlais' and AAM's websites at www.dowlais.com/AAMcombination and www.aam.com/investors/offer-for-dowlais-group-plc.

2. IF YOU HOLD SCHEME SHARES IN UNCERTIFICATED FORM (I.E. IN CREST) AND YOU WISH TO MAKE A MIX AND MATCH ELECTION:

You may submit your election electronically by taking (or procuring to be taken) the actions set out below to transfer the Scheme Shares in respect of which you wish to make a Mix and Match Election to an escrow balance, using an Electronic Election specifying Equiniti (in its capacity as a CREST participant under the ID 5RA39) as the escrow agent.

The Election Return Time (being the last time for lodging your Form of Election or making your Electronic Election) is 1.00 p.m. on the Business Day following the Court Hearing, as set out in the expected timetable of principal events on pages 20 to 22 of this document.

Any changes to the Election Return Time will be announced by Dowlais via a Regulatory Information Service in due course, with such announcement being made available on Dowlais' and AAM's websites at www.dowlais.com/AAMcombination and www.aam.com/investors/offer-for-dowlais-group-plc.

If you wish to make a Mix and Match Election by completing a Form of Election you must rematerialise your Dowlais Shares by completing a CREST stock withdrawal form and you may request a Form of Election by contacting the Shareholder Helpline on the telephone number set out on page 111 of this document.

3. IF YOU ARE AN ELECTION RESTRICTED SHAREHOLDER OR HOLD SCHEME SHARES ON BEHALF OF AN ELECTION RESTRICTED SHAREHOLDER:

Election Restricted Shareholders will not be sent a Form of Election and will not be entitled to participate in the Mix and Match Facility.

You should inform yourself about and should observe any applicable legal or regulatory requirements in the jurisdiction in which you or the Scheme Shareholder(s) on whose behalf you hold Scheme Shares are located. If you are in any doubt about your position, you should consult your professional adviser in the relevant territory. The Mix and Match Facility will not be available to Election Restricted Shareholders.

If you hold Scheme Shares in both certificated and uncertificated form and/or if you hold shares in two or more designated accounts and you wish to make a Mix and Match Election in respect of all such holdings, you must make a separate election in respect of each holding.

If you need further copies of the Form of Election, please telephone the Shareholder Helpline on +44 (0) 333 207 6394. Lines are open from 8.30 a.m. to 5.30 p.m. (London time) Monday to Friday

(except English and Welsh public holidays). For deaf and speech impaired shareholders, Equiniti welcomes calls via Relay UK. Please see www.relayuk.bt.com for more information. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that calls to Equiniti may be monitored or recorded and no advice on the Combination or its merits, nor any legal, taxation or financial advice, can be given.

4. FURTHER INFORMATION ON THE MIX AND MATCH FACILITY

A Mix and Match Election will only be accepted under the Mix and Match Facility in respect of a whole number of Scheme Shares. Any Mix and Match Election which is made in respect of a number of Scheme Shares which is not a whole number shall be deemed to be made in respect of the nearest whole number of Scheme Shares when rounded down.

Under the terms of the Combination, which is subject to the conditions set out in Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document, Scheme Shareholders will receive New AAM Shares and cash.

Each Dowlais Shareholder (other than Restricted Shareholders) will automatically receive the Standard Consideration. The Mix and Match Facility, however, allows Dowlais Shareholders (other than Election Restricted Shareholders) to elect:

- (A) to exchange some or all of their total New AAM Share Entitlement for more cash (in addition to the default Cash Entitlement); or
- (B) to exchange some or all of their total Cash Entitlement for more New AAM Shares (in addition to the default New AAM Share Entitlement).

The entitlements of Dowlais Shareholders under the Mix and Match Facility will be based on the Mix and Match Reference Price, which will be calculated using the 5 Day VWAP of AAM Shares as at the close of trading on the NYSE on the Trading Day falling immediately prior to the Scheme Record Date (the “**Measurement Date**”) (such AAM share price being the “**AAM Mix and Match Price**”), converted into pounds sterling based on the closing spot rate of exchange for GBP into USD as published by Bloomberg L.P. on the Measurement Date (the “**Mix and Match FX Rate**”). Further details on how the Mix and Match Reference Price will be calculated can be found in paragraph 7 of Part Two (*Explanatory Statement*) of this Document.

Mix and Match Elections made by Dowlais Shareholders under the Mix and Match Facility will be satisfied only to the extent that other Dowlais Shareholders make off-setting elections. To the extent that Mix and Match Elections cannot be satisfied in respect of all Dowlais Shares requested, elections will be scaled down on a pro rata basis and Dowlais Shareholders will receive the Standard Consideration in respect of any Dowlais Shares subject to unsuccessful elections. Minor adjustments to the entitlements of Scheme Shareholders pursuant to Mix and Match Elections made under the Scheme may be made by Equiniti under instruction from Dowlais and AAM on a basis that Dowlais and AAM consider to be fair and reasonable to the extent necessary to satisfy all entitlements pursuant to Mix and Match Elections under the Scheme as nearly as may be practicable. Such adjustments shall be final and binding on Scheme Shareholders.

The Mix and Match Facility will not affect the entitlement of any Dowlais Shareholder who does not make an election under the Mix and Match Facility. Any such Dowlais Shareholder will receive the Standard Consideration as described above.

You should be aware that if you buy or sell Scheme Shares after having made a Mix and Match Election then the number of Scheme Shares to which your Mix and Match Election applies may be affected as set out below.

If a Scheme Shareholder has made a valid election in respect of ALL of his Scheme Shares then:

- (A) the validity of the Cash Election or the Share Election (as the case may be) shall not be affected by any alteration in the number of Scheme Shares held by the Scheme Shareholder at any time prior to the Scheme Record Time; and

- (B) accordingly, the Cash Election or the Share Election (as the case may be) will apply in respect of all of the Scheme Shares which the Scheme Shareholder holds immediately prior to the Scheme Record Time.

If a Scheme Shareholder has made a valid Cash Election and/or a valid Share Election in respect of a specified number, representing part, but not all, of his Scheme Shares and immediately prior to the Scheme Record Time the number of Scheme Shares held by the Scheme Shareholder is:

- (A) equal to or in excess of the number of Scheme Shares to which such Mix and Match Election(s) relate, then the validity of the Mix and Match Election(s) made by the Scheme Shareholder shall not be affected by any alteration in the number of Scheme Shares held by the Scheme Shareholder at any time prior to the Scheme Record Time and any reduction in his holding shall be treated first as a disposal of those Scheme Shares in respect of which he did not make such Mix and Match Election; or
- (B) less than the aggregate number of Scheme Shares to which such Mix and Match Election(s) relate, then:
- (i) if the Scheme Shareholder has made only a valid Cash Election, he shall be treated as having made a Cash Election in respect of his entire holding of Scheme Shares;
 - (ii) if the Scheme Shareholder has made only a valid Share Election, he shall be treated as having made a Share Election in respect of his entire holding of Scheme Shares; and
 - (iii) if the Scheme Shareholder has made both a valid Cash Election and a valid Share Election, then:
 - (a) Share Elections made by the Scheme Shareholder shall be reduced so as to apply to the number of Scheme Shares calculated by multiplying (i) the number of Scheme Shares held by the Scheme Shareholder immediately prior to the Scheme Record Time by (ii) the fraction calculated by dividing the number of Scheme Shares the subject of the relevant Share Elections above by the aggregate number of Scheme Shares the subject of all of the Share Elections and Cash Elections made by the Scheme Shareholder, rounding down to the nearest whole number of Scheme Shares; and
 - (b) the Cash Elections made by the Scheme Shareholder shall be reduced so as to apply to all the Scheme Shares held by the Scheme Shareholder immediately prior to the Scheme Record Time which are not the subject of Share Elections as scaled down pursuant to sub-paragraph (a) above.

5. SCHEME SHARES HELD IN UNCERTIFICATED FORM (THAT IS, IN CREST)

Shareholders (who are not Election Restricted Shareholders) who hold their Scheme Shares in uncertificated form and who wish to make an election under the Mix and Match Facility in respect of some or all of their Scheme Shares should make an Electronic Election as described below.

PLEASE NOTE, SCHEME SHAREHOLDERS WHO HOLD THEIR SCHEME SHARES IN UNCERTIFICATED FORM (THAT IS, IN CREST) WILL ONLY BE ABLE TO MAKE AN ELECTRONIC MIX AND MATCH ELECTION FOLLOWING THE DATE OF ANNOUNCEMENT OF THE DATE OF THE COURT HEARING AND EFFECTIVE DATE.

If you hold Scheme Shares in uncertificated form (that is, in CREST) and you wish to make a Mix and Match Election in advance of the date of announcement of the date of the Court Hearing and Effective Date, you must rematerialise your Dowlais Shares by withdrawing the Dowlais Shares from CREST and you may request a Form of Election by contacting the Shareholder Helpline on +44 (0)333 207 6394.

If you are a CREST personal member you should refer to your CREST sponsor before taking any action. Your CREST sponsor will be able to confirm details of your participant ID and the member account ID under which your Scheme Shares are held. In addition, only your CREST sponsor will be able to send the Electronic Election to Euroclear in relation to your Scheme Shares.

You should send (or, if you are a CREST personal member, procure that your CREST sponsor sends) an Electronic Election to Euroclear which must be properly authenticated in accordance with Euroclear's specifications and which must contain, in addition to the other information that is required for an Electronic Election to settle in CREST, the following details:

- (A) the number of Scheme Shares in respect of which you are making a Mix and Match Election (such Scheme Shares to be transferred to an escrow balance);
- (B) your member account ID;
- (C) your participant ID;
- (D) the participant ID of the escrow agent, Equiniti, in its capacity as a CREST Receiving Agent. This is "**5RA39**";
- (E) the relevant member account ID(s) of the escrow agent, Equiniti, in its capacity as a CREST Receiving Agent:
 - (i) to make a Cash Election, this is "**DOWLCASH**"; and
 - (ii) to make a Share Election, this is "**DOWLSHRE**";
 - (iii) the ISIN of the relevant Scheme Shares (this is "**GB00BMWRZ071**");
- (F) the intended settlement date (this should be as soon as possible and in any event within 14 days of the Effective Date);
- (G) the corporate action number for the transaction, which is allocated by Euroclear and can be found by viewing the relevant corporate action details on screen in CREST;
- (H) CREST standard delivery instructions priority of 80; and
- (I) a contact name and telephone number (inserted in the shared note field of the Electronic Election).

After making the Electronic Election, you will not be able to access the Scheme Shares concerned in CREST for any transaction or for charging purposes. If the Scheme is implemented in accordance with its terms, the escrow agent will arrange for the cancellation of the Scheme Shares. You are recommended to refer to the CREST Manual published by Euroclear for further information on the CREST procedure outlined above. An Electronic Election is revocable. Please refer to the CREST Manual for information about how to withdraw an Electronic Election.

6. WITHDRAWALS

If you have returned a Form of Election and subsequently wish to withdraw or amend that Mix and Match Election, please contact Equiniti at Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, in writing so as to be received by 12.00 p.m. on the Election Return Date. Please clearly specify whether you would like to withdraw or amend the Mix and Match Election that you have made and ensure that your request contains an original signature. Any written requests of this nature should be sent to Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. It is at Equiniti's absolute discretion to require the submission of a new Form of Election if an amendment is requested. If your Mix and Match Election was made through an Electronic Election, you may withdraw your Mix and Match Election through CREST by sending (or, if you are a CREST sponsored member, procuring that your CREST sponsor sends) an ESA instruction to settle in CREST by no later than 12.00 p.m. on the Election Return Date in relation to each Mix and Match Election to be withdrawn. Each ESA instruction must, in order for it to be valid and to settle, include the following details:

- (a) the number of Scheme Shares to be withdrawn;
- (b) the ISIN number of the Scheme Shares to be withdrawn, which is "**GB00BMWRZ071**";
- (c) your member account ID;
- (d) your participant ID;

- (e) the participant ID of the escrow agent, Equiniti, in its capacity as a CREST Receiving Agent. This is “**5RA39**”;
- (f) the relevant member account ID(s) of the escrow agent, Equiniti, in its capacity as a CREST Receiving Agent included in the relevant Election (being either “**DOWLCASH**” if a Cash Election was made, or “**DOWLSHRE**” if a Share Election was made);
- (g) the CREST transaction ID of the Election to be withdrawn;
- (h) the intended settlement date for the withdrawal;
- (i) the corporate action number for the transaction (this is allocated by Euroclear and can be found by viewing the relevant corporate action details on screen in CREST); and
- (j) CREST standard delivery instructions priority of 80.

Any such withdrawal will be conditional upon Equiniti verifying that the withdrawal request is validly made. Accordingly, Equiniti will, on behalf of Dowlais and AAM, reject or accept the withdrawal or amendment by transmitting in CREST a receiving agent reject or receiving agent accept message.

7. LATE OR INCOMPLETE MIX AND MATCH ELECTIONS

If any Form of Election or Electronic Election in respect of a Mix and Match Election is either received after the Election Return Time (or such other time (if any) to which the right to make a Mix and Match Election may be amended), or is received before such time and date but is not valid or complete in all respects at such time and date, such Mix and Match Election shall, for all purposes, be void, and thus the Scheme Shareholder will receive the Standard Consideration (unless Dowlais and AAM, in their absolute discretion, elect to treat as valid, in whole or in part, any such Mix and Match Election).

8. GENERAL

Without prejudice to any other provision of this section or the Form of Election or otherwise, Dowlais and AAM reserve the right (subject to the terms of the Combination and the provisions of the Code) to treat as valid in whole or in part any Mix and Match Election which is not entirely in order.

No acknowledgements of receipt of any Form of Election, Electronic Election or other documents will be given. All communications, notices, other documents and remittances to be delivered by, to, from or on behalf of holders of Scheme Shares (or their designated agent(s)) or as otherwise directed will be delivered by or to or sent to or from such holders of Scheme Shares (or their designated agent(s)) entirely at their own risk.

Dowlais and AAM and their respective agents reserve the right to notify any matter to all or any Scheme Shareholders with registered addresses outside the UK or to the nominees, trustees or custodians for such Scheme Shareholders by announcement in the UK or paid advertisement in any daily newspaper published and circulated in the UK or any part thereof, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any such Scheme Shareholders to receive or see such notice. All references in this document to notice in writing, or the provision of information in writing, by or on behalf of Dowlais and AAM and their respective agents shall be construed accordingly. No such document shall be sent to an address outside the UK where it would or might infringe the laws of that jurisdiction or would or might require Dowlais or AAM to obtain any governmental or other consent or to effect any registration, filing or other formality with which, in the opinion of Dowlais or AAM, it would be unable to comply or which it regards as unduly onerous.

The Form of Election and all Mix and Match Elections thereunder, all action taken or made or deemed to be taken or made pursuant to any of these terms shall be governed by and interpreted in accordance with English law.

Execution of a Form of Election or the submission of an Electronic Election by or on behalf of a Scheme Shareholder will constitute that Scheme Shareholder’s agreement that the courts of England are (subject to the paragraph below) to have non-exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of a Form of Election or the submission of an Electronic Election, and for such purposes that he irrevocably submits to the jurisdiction of the English courts.

Execution of a Form of Election or the submission of an Electronic Election by or on behalf of a Scheme Shareholder will constitute that Scheme Shareholder's agreement that the agreement in the paragraph above is included for the benefit of Dowlais and AAM and their respective agents and accordingly, notwithstanding the agreement in the paragraph above, each of Dowlais and AAM and their respective agents shall retain the right to, and may in its absolute discretion, bring proceedings in the courts of any other country which may have jurisdiction and that the electing Scheme Shareholder irrevocably submits to the jurisdiction of the courts of any such country.

If the Scheme is not implemented in accordance with its terms any Mix and Match Election made shall cease to be valid.

None of Dowlais, AAM, Equiniti, Computershare or any of their respective advisers or any person acting on behalf of any one of them shall have any liability to any person for any loss or alleged loss arising from any decision as to the treatment of Mix and Match Elections under the Scheme on any of the bases set out in this section or otherwise in connection therewith.

Helpline

If you have any questions relating to this Document or the completion and return of the Form of Election, please contact the Company's registrar, Equiniti, by calling the Shareholder Helpline on +44 (0)333 207 6394. Lines are open between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales). For deaf and speech impaired shareholders, Equiniti welcomes calls via Relay UK. Please see www.relayuk.bt.com for more information. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that calls to Equiniti may be monitored or recorded and no advice on the Combination or its merits, nor any legal, taxation or financial advice, can be given.

PART SEVEN

DESCRIPTION OF THE NEW AAM SHARES

Type and class of securities	AAM will issue approximately 117,000,000 new shares of common stock, par value U.S. \$0.01 in the capital of AAM pursuant to the Combination. New AAM Shares will trade on the New York Stock Exchange under the ISIN US0240611030 and under the ticker symbol "AXL".
Currency of the securities issue	AAM Shares are priced in U.S. Dollars, and are quoted and traded on the New York Stock Exchange in U.S. Dollars.
Number of issued and fully paid AAM Shares	As at the Latest Practicable Date, there were 118,662,478 AAM Shares in issue and fully paid. The AAM Shares have a par value of U.S.\$0.01.
Description of the rights attached to the securities	<p>The New AAM Shares are shares of common stock in the capital of AAM, par value U.S.\$0.01. The New AAM Shares are credited as fully paid and will rank <i>pari passu</i> in all respects with the AAM Shares in issue as at the date of this document, save that they will not participate in any dividend payable or distribution by AAM by reference to a record date prior to the Effective Date.</p> <p>The New AAM Shares rank equally for voting purposes as between the AAM Shares. Each holder of AAM Shares has one vote for every AAM Share held.</p> <p>Each AAM Share ranks equally for any dividend declared and all dividends shall be declared and paid according to the amounts paid up on the AAM Shares.</p>
Restrictions on the free transferability of the securities	Neither the restated certificate of incorporation nor the bylaws of AAM contain any restrictions on the transfer of AAM Shares or the New AAM Shares. The New AAM Shares have not been registered under the U.S. Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act.
Admission	<p>The AAM Shares currently in issue are admitted to trading on the New York Stock Exchange (NYSE: AXL). Application will be made to the New York Stock Exchange for the New AAM Shares to be admitted to trading.</p> <p>AAM intends to apply to the FCA for all of the AAM Shares (including New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List and to trading on the Main Market for listed securities of the London Stock Exchange, such admissions to take effect on or immediately after Completion.</p> <p>No application has been made or is currently intended to be made for the New AAM Shares to be admitted to listing or trading on any other exchange.</p> <p>The New York Stock Exchange is not a regulated market for the purposes of Regulation (EU) No 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.</p>

PART EIGHT

ADDITIONAL INFORMATION FOR OVERSEAS SHAREHOLDERS

1. GENERAL

This Document and any accompanying documents have been prepared for the purposes of complying with English law, the Code and the UK Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England and Wales.

It is the responsibility of any person into whose possession this Document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Combination including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

This Document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such offer or solicitation is unlawful.

In any case where the issue of New AAM Shares to any person resident in, or a citizen of, any jurisdiction outside the UK (an “**overseas shareholder**”) would or may infringe the laws of any such jurisdiction or necessitate compliance with any special requirement, the Scheme provides that such New AAM Shares may, at the discretion of AAM, be issued to a nominee appointed by AAM and then sold, or issued to the overseas shareholder and sold on his behalf, with the net proceeds of sale in either case being remitted to the overseas shareholder.

The New AAM Shares to be issued pursuant to the Combination have not been and will not be registered under the U.S. Securities Act, and may not be offered or sold by AAM in the U.S. absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act. Neither the SEC, any state securities commission, nor any other U.S. regulatory authority has approved or disapproved the New AAM Shares to be issued in connection with the Combination, nor have such authorities determined if this Document is accurate or complete or has passed upon the fairness or merits of the proposal described herein. Any representation to the contrary is a criminal offence in the United States.

Overseas shareholders should consult their own legal and tax advisers with respect to the legal and tax consequences of the Scheme.

The availability of the Scheme and the Combination to an overseas shareholder may be affected by the laws of the relevant jurisdictions in which they are located. Overseas shareholders should inform themselves about and should observe any applicable legal or regulatory requirements. It is the responsibility of each overseas shareholder to satisfy itself as to the full compliance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

The release, publication or distribution of this Document and/or any accompanying documents (in whole or in part) in or into or from jurisdictions other than the UK may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the UK should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the UK to vote their Dowlais Shares with respect to the Scheme at the Meetings, or to appoint another person as proxy, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such Restricted Jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Combination disclaim any responsibility or liability for the violation of such restrictions by any person or any other failure to satisfy any applicable laws, regulations or requirements.

Unless otherwise determined by AAM or required by the Code, and permitted by applicable law and regulation, the Combination will not be made available, directly or indirectly, in, into or from a jurisdiction where to do so would violate the laws in that jurisdiction.

Accordingly, copies of certain documents relating to the Combination are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction, and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

Overseas shareholders who are resident in an Election Restricted Jurisdiction will not be sent a Form of Election in respect of the Mix and Match Facility and will not be entitled to make a Mix and Match Election pursuant to the Mix and Match Facility.

2. U.S. SECURITIES LAWS

The Combination relates to an offer for the shares of an English company and is being made by way of a scheme of arrangement provided for under Part 26 of the Companies Act. The Combination, implemented by way of a scheme of arrangement, is not subject to the tender offer rules or the related proxy solicitation rules under the U.S. Exchange Act. In connection with the proposed issuance of New AAM Shares, AAM has filed the AAM Proxy Statement with the SEC. Accordingly, the Combination and the Scheme will be subject to the disclosure requirements and practices applicable to a scheme of arrangement involving a target company incorporated in the UK and listed on the London Stock Exchange's Main Market for listed securities, which differ from the disclosure requirements of the U.S. tender offer and the related proxy solicitation rules. However, AAM reserves the right, subject to the prior consent of the Panel and in accordance with the Co-operation Agreement, to elect to implement the Combination by means of an Offer for the entire issued and to be issued ordinary share capital of Dowlais, as an alternative to the Scheme. If AAM were to elect to implement the Combination by means of an Offer, it shall be made in compliance with all applicable laws and regulations. If such an Offer is required to be made in the United States, it will be done in compliance with the applicable tender offer rules under the U.S. Exchange Act, including Section 14(e) of the U.S. Exchange Act and Regulation 14E thereunder. In addition to any such Offer, AAM, certain affiliated companies or their respective nominees or brokers (acting as agents) may, in accordance with normal UK practice and pursuant to Rule 14e-5(b) of the U.S. Exchange Act, make certain purchases of, or arrangements to purchase, Dowlais Shares other than pursuant to the Combination, until the date on which the Combination and/or the Scheme becomes Effective, lapses or is withdrawn. If such purchases or arrangements to purchase were to be made, they would be made outside the United States and would comply with applicable law, including the U.S. Exchange Act. Such purchases or arrangements to purchase would occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases would be disclosed as required in the UK, will be reported to the Regulatory News Service of the London Stock Exchange and will be available on the London Stock Exchange website at www.londonstockexchange.com/stock/DWL/dowlais-group-plc/company-page.

Neither the SEC, any U.S. state securities commission, nor any other U.S. regulatory authority has approved or disapproved of the New AAM Shares to be issued in connection with the Combination, nor have such authorities determined if this Document is accurate or complete or has passed upon the fairness or merits of the proposal described herein. Any representation to the contrary is a criminal offence in the United States.

This Document contains certain unaudited financial information relating to Dowlais that has been prepared in accordance with IFRS and thus may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with U.S. generally accepted accounting principles. U.S. generally accepted accounting principles differ in certain significant respects from IFRS.

The receipt of New AAM Shares pursuant to the Combination by a U.S. Scheme Shareholder as consideration pursuant to the terms of the Scheme and the Combination will be treated as a taxable transaction for U.S. federal income tax purposes and possibly under applicable U.S. state, local, non-U.S. and other tax laws. Dowlais Shareholders are urged to consult their independent professional adviser immediately regarding the tax consequences of the Scheme and the Combination applicable to them.

The New AAM Shares to be issued pursuant to the Combination have not been and will not be registered under the U.S. Securities Act, and may not be offered or sold by AAM in the U.S. absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act. The New AAM Shares to be issued pursuant to the Combination will be issued pursuant to an exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act. In the event that AAM exercises its right to implement the Combination by way of an Offer or otherwise in a manner that is not exempt from the registration requirements of the U.S. Securities Act, such Offer will be made in compliance with all applicable U.S. laws and regulations and may require registration. In such event, AAM expects to file a registration statement with the SEC containing a prospectus with respect to the issuance of New AAM Shares. In this event, Dowlais Shareholders are urged to read these documents and any other relevant documents filed with the SEC, as well as any amendments or supplements to all such documents, because they will contain important information, and such documents will be available free of charge at the SEC's website at www.sec.gov or by directing a written request to AAM (Attention: Investor Relations), or from AAM's website at www.aam.com/investors/offer-for-dowlais-group-plc.

New AAM Shares issued to persons other than "affiliates" of AAM (defined as certain control persons, within the meaning of Rule 144 under the U.S. Securities Act) will be freely transferable under U.S. law after the Combination. Persons (whether or not U.S. persons) who are or will be "affiliates" of AAM within 90 days prior to, or of the Combined Group after, the Effective Date will be subject to certain transfer restrictions relating to the New AAM Shares under U.S. law.

PART NINE

ADDITIONAL INFORMATION ON DOWLAIS AND AAM

1. RESPONSIBILITY

- (A) The Dowlais Directors, whose names are set out in paragraph 2(A) below, accept responsibility for the information contained in this Document (including any expressions of opinion) other than the information for which responsibility is taken by others pursuant to paragraph 1(B) of this Part Nine. To the best of the knowledge and belief of the Dowlais Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (B) The AAM Directors, whose names are set out in paragraph 2(B) below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to the AAM Group, the AAM Directors and their respective immediate families and the related trusts of and persons connected with the AAM Directors, and persons deemed to be acting in concert with AAM (as such term is defined in the Code). To the best of the knowledge and belief of the AAM Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. DIRECTORS

- (A) The Dowlais Directors and their respective positions are:

<i>Name of Dowlais Director</i>	<i>Position</i>
Simon Mackenzie Smith	<i>Chair</i>
Liam Butterworth	<i>Chief Executive Officer</i>
Roberto Fioroni	<i>Chief Financial Officer</i>
Celia Baxter	<i>Independent Non-Executive Director (Senior Independent Director)</i>
Philip Harrison	<i>Independent Non-Executive Director</i>
Fiona MacAulay	<i>Independent Non-Executive Director</i>
Shali Vasudeva	<i>Independent Non-Executive Director</i>

The business address of each of the Dowlais Directors is 11 Bressenden Place, London, SW1E 5BY.

The company secretary of Dowlais is John Nicholson.

- (B) The AAM Directors and their respective positions are:

<i>Name of AAM Director</i>	<i>Position</i>
David C. Dauch	<i>Chairman and Chief Executive Officer</i>
Terry Grayson-Caprio	<i>Director</i>
William L. Kozyra	<i>Director</i>
Peter D. Lyons	<i>Director</i>
James A. McCaslin	<i>Director</i>
William P. Miller II	<i>Director</i>
Aleksandra A. Miziolek	<i>Director</i>
Herbert K. Parker	<i>Director</i>
Sandra E. Pierce	<i>Director</i>
Samuel Valenti III	<i>Director</i>

The business address of each of the AAM Directors is One Dauch Drive, Detroit, MI 48211-1198.

The company secretary of AAM is Matthew K. Paroly.

AAM is a U.S. public company with its principal executive office at One Dauch Drive, Detroit, MI 48211-1198.

3. INTERESTS IN DOWLAIS SHARES

(A) For the purposes of this paragraph 3 and paragraphs 4 to 7:

- (i) “acting in concert” has the meaning given to it in the Code;
- (ii) “arrangement” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to securities which may be an inducement to deal or refrain from dealing;
- (iii) “dealings” has the meaning given to it in the Code;
- (iv) “derivative” has the meaning given to it in the Code;
- (v) “disclosure period” means the period beginning on 29 January 2024 and ending on the Latest Practicable Date;
- (vi) “interest” or “interests” in relevant securities shall have the meaning given to it in the Code and references to interests of AAM Directors or interests of Dowlais Directors in relevant securities shall include all interests of any other person whose interests in shares the AAM Directors or the Dowlais Directors (as the case may be), are taken to be interested in pursuant to Part 22 of the Act;
- (vii) “Offer period” means the period commencing on 29 January 2025 and ending on the Latest Practicable Date;
- (viii) “relevant AAM securities” mean relevant securities (such term having the meaning given to it in the Code in relation to an offeror) of AAM including equity share capital in AAM (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and
- (ix) “relevant Dowlais securities” mean relevant securities (such term having the meaning given to it in the Code in relation to an offeree) of Dowlais including equity share capital of Dowlais (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof.

(B) As at the Latest Practicable Date, the Dowlais Directors held the following interests in, or rights to subscribe in respect of, relevant Dowlais securities:

Issued Share Capital

<i>Holder</i>	<i>Number of Dowlais Shares</i>	<i>% of Dowlais’ total issued share capital</i>	<i>Type of securities</i>
Simon Mackenzie Smith	163,392	0.01	Ordinary shares of 1 pence each
Liam Butterworth	2,418,516	0.18	Ordinary shares of 1 pence each
Roberto Fioroni	1,199,055	0.09	Ordinary shares of 1 pence each
Celia Baxter	119,421	0.01	Ordinary shares of 1 pence each
Philip Harrison	60,119	0.00	Ordinary shares of 1 pence each
Fiona MacAulay	12,182	0.00	Ordinary shares of 1 pence each
Shali Vasudeva	24,215	0.00	Ordinary shares of 1 pence each

Share awards

Name	Share plan	Date of Grant	Vesting Date	Number of Dowlais Shares	Exercise price (p)	Exercise period
Liam Butterworth	Performance Share Plan	02/05/2023	02/05/2026	2,119,576	Nil	N/A
Liam Butterworth	Omnibus Share Plan	22/05/2024	26/03/2027	3,437,598	Nil	N/A
Liam Butterworth	Omnibus Share Plan	10/03/2025	10/03/2028	4,143,668	Nil	N/A
Roberto Fioroni	Performance Share Plan	02/05/2023	02/05/2026	1,000,249	Nil	N/A
Roberto Fioroni	Omnibus Share Plan	22/05/2024	26/03/2027	1,622,273	Nil	N/A
Roberto Fioroni	Omnibus Share Plan	10/03/2025	10/03/2028	1,955,458	Nil	N/A

4. DEALINGS IN DOWLAIS SHARES

As at the Latest Practicable Date, the following dealings in relevant securities in Dowlais by the Dowlais Directors have taken place during the disclosure period:

Holder	Date	Nature of Dealing	Number of relevant securities	Price (pence)
Liam Butterworth	21/03/2024	Purchase of shares on the London Stock Exchange as part of the Company's annual bonus arrangements for the 2023 financial year	314,899	81.1
	22/05/2024	Conditional Share Award granted under the Company's Omnibus Share Plan	3,437,598	n/a
	13/08/2024	Purchase of shares on the London Stock Exchange	415,133	59.7
	10/03/2025	Purchase of shares on the London Stock Exchange as part of the Company's annual bonus arrangements for the 2024 financial year	86,532	67.2
	10/03/2025	Conditional Share Award granted under the Company's Omnibus Share Plan	4,143,668	n/a
Roberto Fioroni	21/03/2024	Purchase of shares on the London Stock Exchange as part of the Company's annual bonus arrangements for the 2023 financial year	167,179	81.1
	22/05/2024	Conditional Share Award granted under the Company's Omnibus Share Plan	1,622,273	n/a
	13/08/2024	Purchase of shares on the London Stock Exchange	83,925	59.1
	10/03/2025	Purchase of shares on the London Stock Exchange as part of the Company's annual bonus arrangements for the 2024 financial year	45,939	67.2
	10/03/2025	Conditional Share Award granted under the Company's Omnibus Share Plan	1,955,458	n/a
Celia Baxter	25/06/2024	Purchase of shares on the London Stock Exchange	26,566	74.8
Philip Harrison	26/06/2024	Purchase of shares on the London Stock Exchange	13,374	74.3
Shali Vasudeva	15/04/2024	Purchase of shares on the London Stock Exchange	24,215	82.0

5. INTERESTS IN AAM SHARES

- (A) As at the Latest Practicable Date, the AAM Directors held the following interests in, or rights to subscribe in respect of, relevant AAM securities:

Issued Share Capital

<i>Holder</i>	<i>Number of AAM Shares</i>	<i>% of AAM's total issued share capital</i>	<i>Type of securities</i>
David C. Dauch ⁽¹⁾	4,699,494	3.96%	Shares of Common Stock in AAM
Terry Grayson-Caprio	Nil	Nil	Shares of Common Stock in AAM
William L. Kozyra	4,012	0.00%	Shares of Common Stock in AAM
Peter D. Lyons	25,492	0.02%	Shares of Common Stock in AAM
James A. McCaslin	27,211	0.02%	Shares of Common Stock in AAM
William P. Miller II	43,103	0.04%	Shares of Common Stock in AAM
Aleksandra A. Miziolek	Nil	Nil	Shares of Common Stock in AAM
Herbert K. Parker	140,479	0.12%	Shares of Common Stock in AAM
Sandra E. Pierce	Nil	Nil	Shares of Common Stock in AAM
Samuel Valenti III	Nil	Nil	Shares of Common Stock in AAM

Note:

(1) Includes interests held by close relatives

Share awards, stock equivalent units, performance units and unvested equity held by the AAM Directors granted under the Amended and Restated American Axle & Manufacturing Holdings, Inc. 2018 Omnibus Incentive Plan

<i>Holder</i>	<i>Type of Interest</i>	<i>Number of AAM Shares</i>	<i>Vesting Date(s)</i>	<i>Exercise Price (US\$)</i>
David C. Dauch	Performance Shares	245,029 (target)	31 December 2025 ⁽¹⁾	Nil
		318,972 (target)	31 December 2026 ⁽¹⁾	
		453,948 (target)	31 December 2027 ⁽¹⁾	
	Performance units (cash settled)	2,156,250 (target)	31 December 2025 ⁽²⁾	
		2,156,250 (target)	31 December 2026 ⁽²⁾	
		2,156,250 (target)	31 December 2027 ⁽²⁾	
	Restricted Stock Units	326,705	28 February 2026 ⁽³⁾	
		425,296	4 March 2027 ⁽³⁾	
		605,264	3 March 2028 ⁽³⁾	
Terry Grayson-Caprio	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
William L. Kozyra	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
		134,052	Vested with deferred settlement ⁽⁵⁾	
Peter D. Lyons	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
		117,572	Vested with deferred settlement ⁽⁵⁾	
James A. McCaslin	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
		150,825	Vested with deferred settlement ⁽⁵⁾	
William P. Miller II	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
		141,983	Vested with deferred settlement ⁽⁵⁾	
Aleksandra A. Miziolek	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
		20,492	Vested with deferred settlement ⁽⁵⁾	

<i>Holder</i>	<i>Type of Interest</i>	<i>Number of AAM Shares</i>	<i>Vesting Date(s)</i>	<i>Exercise Price (US\$)</i>
Herbert K. Parker	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
Sandra E. Pierce	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
		110,479	Vested with deferred settlement ⁽⁵⁾	
Samuel Valenti III	Restricted Stock Units	39,474	1 May 2026 ⁽⁴⁾	Nil
		72,425	Vested with deferred settlement ⁽⁵⁾	

- (1) Performance shares shall vest on the vesting date set out above and be transferred to the participant as shares, subject to the achievement of pre-established performance goals based on AAM's annual and three-year cumulative free cash flow over the performance period. Award payout may be modified based on relative total shareholder return over the performance period. Pro rata early vesting occurs upon death, disability, retirement or termination by AAM without cause.
- (2) Performance units shall vest on the vesting date set out above and be settled in cash, subject to the achievement of pre-established performance goals based on AAM's annual and three-year cumulative free cash flow over the performance period. Award payout may be modified based on relative total shareholder return over the performance period. Pro rata early vesting occurs upon death, disability, retirement or termination by AAM without cause.
- (3) Restricted Stock Units shall vest on the vesting date set out above (provided that the participant's employment is not terminated for any reason prior to the vesting date, in which case the Restricted Stock Units shall be forfeited and cancelled without consideration). Pro rata early vesting occurs upon retirement and full early vesting occurs upon death or disability
- (4) Restricted Stock Units shall vest on the vesting date set out above (provided that the participant is not terminated for any reason prior to the vesting date, in which case the Restricted Stock Units shall be forfeited and cancelled without consideration). Full early vesting occurs upon death or disability.
- (5) Vested with settlement deferred until the relevant Director terminates from the AAM Board.

6. DEALINGS IN AAM SHARES

As at the Latest Practicable Date, the following dealings in relevant securities in AAM by the AAM Directors have taken place during the disclosure period:

<i>Holder</i>	<i>Type of interest</i>	<i>Date</i>	<i>Nature of Dealing</i>	<i>Number of relevant securities</i>	<i>Price (\$)</i>
David C. Dauch	Restricted Stock Units	28 February 2025	Shares withheld ⁽¹⁾	173,867	4.96
		3 March 2025	Acquisition (grant of Restricted Stock Units)	605,264	Nil
		4 March 2024	Acquisition (grant of Restricted Stock Units)	425,296	Nil
	Performance Shares	1 March 2024	Shares withheld ⁽²⁾	136,626	6.87
		3 March 2025	Acquisition (grant of Performance Shares) ⁽³⁾	453,948 (target)	Nil
		28 February 2025	Payout of performance shares ⁽⁴⁾	215,393	Nil
		28 February 2025	Shares withheld ⁽⁵⁾	96,497	4.96
		4 March 2024	Acquisition (grant of performance shares) ⁽⁶⁾	318,972 (target)	Nil
		1 March 2024	Payout of performance shares ⁽⁷⁾	260,748	Nil
		1 March 2024	Shares withheld ⁽⁸⁾	116,816	6.87
	Performance Units (cash settled)	7 March 2025	Payout of performance units ⁽⁹⁾	1,994,532	Nil

<i>Holder</i>	<i>Type of interest</i>	<i>Date</i>	<i>Nature of Dealing</i>	<i>Number of relevant securities</i>	<i>Price (\$)</i>
David C. Dauch (continued)		3 March 2025	Acquisition (grant of Restricted Stock Units) ⁽¹⁰⁾	2,156,250 (target)	Nil
		8 March 2024	Payout of performance units ⁽¹¹⁾	2,703,938	Nil
		4 March 2024	Acquisition (grant of performance units) ⁽¹²⁾	2,156,250 (target)	
Terry Grayson-Caprio	Restricted Stock Units	1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil
William L. Kozyra	Restricted Stock Units	2 May 2024	Acquisition (grant of Restricted Stock Units)	20,492	Nil
		1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil
Peter D. Lyons	Restricted Stock Units	2 May 2024	Acquisition (grant of Restricted Stock Units)	20,492	Nil
		1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil
James A. McCaslin	Restricted Stock Units	2 May 2024	Acquisition (grant of Restricted Stock Units)	20,492	Nil
		1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil
William P. Miller II	Restricted Stock Units	1 May 2024	Acquisition (grant of Restricted Stock Units)	20,492	Nil
		1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil
Aleksandra A. Miziolek	Restricted Stock Units	2 May 2024	Acquisition (grant of Restricted Stock Units)	20,492	Nil
		1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil
Herbert K. Parker	Restricted Stock Units	2 May 2024	Acquisition (grant of Restricted Stock Units)	20,492	Nil
		1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil
Sandra E. Pierce	Restricted Stock Units	2 May 2024	Acquisition (grant of Restricted Stock Units)	20,492	Nil
		1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil

<i>Holder</i>	<i>Type of interest</i>	<i>Date</i>	<i>Nature of Dealing</i>	<i>Number of relevant securities</i>	<i>Price (\$)</i>
Samuel Valenti III	Restricted Stock Units	2 May 2024	Acquisition (grant of Restricted Stock Units)	20,492	Nil
		1 May 2025	Acquisition (grant of Restricted Stock Units)	39,474	Nil

- (1) Shares withheld to cover tax liabilities in connection with the shares acquired in satisfaction of the settlement of 2022 Restricted Stock Unit grant.
- (2) Shares withheld to cover tax liabilities in connection with the shares acquired in satisfaction of the settlement of 2021 Restricted Stock Unit grant.
- (3) Performance shares shall vest on 31 December 2027 and be transferred to the participant as shares, subject to the achievement of pre-established performance goals based on AAM's annual and three-year cumulative free cash flow over the performance period. Award payout may be modified based on relative total shareholder return over the performance period. Pro rata early vesting occurs upon death, disability, retirement or termination by AAM without cause.
- (4) Performance share award payout of 111% of target based on AAM's annual and three-year adjusted free cash performance over the three-year performance period. There was no impact of the TSR modifier on the award payout. Granted on 28 February 2022.
- (5) Shares withheld to cover tax liabilities in connection with the shares acquired in satisfaction of the vesting of 2022 performance shares.
- (6) Performance shares shall vest on 31 December 2026 and be transferred to the participant as shares, subject to the achievement of pre-established performance goals based on AAM's annual and three-year cumulative free cash flow over the performance period. Award payout may be modified based on relative total shareholder return over the performance period. Pro rata early vesting occurs upon death, disability, retirement or termination by AAM without cause.
- (7) Performance share award payout of 171% of target based on AAM's annual and three-year adjusted free cash flow performance over the three-year performance period. There was no impact of the TSR modifier on the award payout. Granted on 1 March 2021.
- (8) Shares withheld to cover tax liabilities in connection with the shares acquired in satisfaction of the vesting of 2021 performance shares.
- (9) Performance unit award payout of 111% of target based on AAM's annual and three-year free cash flow performance over the three-year performance period. There was no impact of the TSR modifier on the award payout. Granted on 28 February 2022.
- (10) Performance units shall vest on 31 December 2027 and be settled in cash, subject to the achievement of pre-established performance goals based on AAM's annual and three-year cumulative free cash flow over the performance period. Award payout may be modified based on relative total shareholder return over the performance period. Pro rata early vesting occurs upon death, disability, retirement or termination by AAM without cause.
- (11) Performance unit award payout of 171% of target based on AAM's annual and three-year adjusted free cash flow performance over the three-year performance period. There was no impact of the TSR modifier on the award payout. Granted on 1 March 2021.
- (12) Performance units shall vest on 31 December 2026 and be settled in cash, subject to the achievement of pre-established performance goals based on AAM's annual and three-year cumulative free cash flow over the performance period. Award payout may be modified based on relative total shareholder return over the performance period. Pro rata early vesting occurs upon death, disability, retirement or termination by AAM without cause.

7. INTERESTS AND DEALINGS – GENERAL

- (A) Save as disclosed in paragraphs 3 to 6 above, as at the Latest Practicable Date,
- (i) no member of the AAM Group had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Dowlais securities nor has any member of the AAM Group dealt in any relevant Dowlais securities or relevant AAM securities during the disclosure period;
 - (ii) none of the AAM Directors had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Dowlais securities, relevant AAM securities, nor has any such person dealt in any relevant Dowlais securities, relevant AAM securities during the disclosure period;

- (iii) no person deemed to be acting in concert with AAM had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Dowlais securities, relevant AAM securities, nor has any such person dealt in any relevant Dowlais securities, relevant AAM securities, during the disclosure period;
 - (iv) no person who has an arrangement with AAM had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Dowlais securities, relevant AAM securities, nor has any such person dealt in any relevant Dowlais securities, relevant AAM securities during the disclosure period; and
 - (v) neither AAM nor any person acting in concert with AAM, has borrowed or lent any relevant Dowlais securities or relevant AAM securities, save for any borrowed shares which have been either on-lent or sold.
- (B) Save as disclosed in paragraphs 3 to 6 above as at the Latest Practicable Date,
- (i) no member of the Dowlais Group had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant AAM securities or relevant Dowlais securities, nor has any such person dealt in any relevant Dowlais securities or relevant AAM securities during the Offer period;
 - (ii) none of the Dowlais Directors had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant AAM securities or relevant Dowlais securities, nor has any such person dealt in any relevant Dowlais securities or relevant AAM securities during the Offer period;
 - (iii) no person deemed to be acting in concert with Dowlais had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Dowlais securities or relevant AAM securities, nor has any such person dealt in any relevant Dowlais securities or relevant AAM securities during the Offer period;
 - (iv) no person who has an arrangement with Dowlais had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Dowlais securities or relevant AAM securities, nor has any such person dealt in any relevant Dowlais securities or relevant AAM securities during the Offer period; and
 - (v) neither Dowlais, nor any person acting in concert with Dowlais has borrowed or lent any relevant Dowlais securities or relevant AAM securities, save for any borrowed shares which have been either on-lent or sold.
- (C) Save as disclosed herein, no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the resolutions to be proposed at the General Meeting or the AAM Shareholder Meeting.
- (D) Save as disclosed herein, none of: (i) AAM or any person acting in concert with AAM; or (ii) Dowlais or any associate of Dowlais has any arrangement in relation to relevant securities.
- (E) Save as disclosed herein, no agreement, arrangement or understanding (including any compensation arrangement) exists between AAM or any person acting in concert with them and any of the Dowlais Directors or the recent directors, shareholders or recent shareholders of Dowlais having any connection with or dependence upon or which is conditional upon the Combination.
- (F) Save as disclosed herein, no relevant securities of Dowlais have been redeemed or purchased by Dowlais during the disclosure period.
- (G) No relevant securities of AAM have been redeemed or purchased by AAM during the Offer period.

8. DOWLAIS DIRECTORS' SERVICE AGREEMENTS AND LETTERS OF APPOINTMENT

8.1 Executive Directors' service agreements

Set out below are details of the service agreements of Liam Butterworth and Roberto Fioroni (each an “**Executive Director**” and together, the “**Executive Directors**”).

<i>Name of Executive Director</i>	<i>Date of Service contract</i>	<i>Effective Date of appointment</i>	<i>Notice period</i>
Liam Butterworth	1 March 2023	20 April 2023	12 months by either party ⁽¹⁾
Roberto Fioroni	1 March 2023	20 April 2023	12 months by either party ⁽²⁾

- (1) Liam Butterworth's service agreement will continue unless terminated in accordance with its terms, there is no unexpired term for his appointment.
- (2) Roberto Fioroni's service agreement will continue unless terminated in accordance with its terms, there is no unexpired term for his appointment.

Dowlais also maintains directors' and officers' liability insurance for the benefit of each Executive Director.

- (A) Liam Butterworth was appointed as Chief Executive Officer of Dowlais on 20 April 2023. He is currently engaged under a service agreement with Dowlais dated 1 March 2023 and his current annual base salary is £921,200. Roberto Fioroni's appointment as Chief Financial Officer commenced on 20 April 2023. He is currently engaged under a service agreement with Dowlais dated 1 March 2023 and his current annual base salary is £652,100. Each Executive Director's base salary is normally reviewed (but not necessarily increased) annually.
- (B) Each Executive Director is eligible to receive an allowance in lieu of a Dowlais pension contribution, equal to 12 per cent. of their respective base salaries (subject to applicable deductions for tax and national insurance contributions).
- (C) Benefits available to the Executive Directors include a car allowance, private medical insurance, health checks, life assurance (of four times base salary) and membership of a Dowlais Group income protection plan.
- (D) Under their respective service agreements, the Executive Directors, at the discretion of the Dowlais Remuneration Committee, may be invited to participate in the Dowlais annual bonus scheme. The maximum potential annual bonus opportunity is 200 per cent. of base salary for Liam Butterworth and 150 per cent of base salary for Roberto Fioroni. The annual bonus is deferred in line with the Dowlais Directors' Remuneration Policy.
- (E) Under their respective service agreements, the Executive Directors may, at the discretion of the Dowlais Remuneration Committee, be invited to participate in the Dowlais OSP. The maximum potential award is 300 per cent. of base salary in respect of a financial year for Liam Butterworth and 200 per cent of base salary in respect of a financial year for Roberto Fioroni.
- (F) Each Executive Director's service agreement can be terminated on notice (or, in specified circumstances, summarily) and their service agreements have no fixed expiry date. The appointment of the Executive Directors is terminable: (i) on 12 months' notice by the Executive Director; (ii) on 12 months' notice by Dowlais (where their employment is terminated without cause); or (iii) with immediate effect in specified circumstances, including in the event of the Executive Directors' serious or repeated or consistent breach of their duties, gross misconduct or conviction of certain criminal offences, in which case they will not be entitled to any payment other than the amounts accrued but unpaid as at termination. Should notice be served, the Executive Directors will continue to receive basic salary, benefits and pension for the duration of their notice period. Dowlais may require the individual to continue to fulfil their current duties or may assign a period of garden leave. In addition, at any point after notice in (i) or (ii) is given, Dowlais may terminate the Executive Director's appointment with immediate effect and make a payment in lieu of base salary only to which the Executive Director would have been entitled during the unexpired period of notice.

- (G) Each Executive Director is subject to some post-termination restrictions for a period of 12 months after termination. Each Executive Director's service agreement provides explicitly that the period of post-termination restrictions will be reduced by any period of garden leave.

8.2 Chair and other Non-Executive Directors

- (A) The Non-Executive Directors have entered into letters of appointment. The appointment of each Non-Executive Director is subject to their continued satisfactory performance and re-election at annual general meetings of Dowlais.
- (B) Each Non-Executive Director's letter of appointment is terminable by either party on six months' written notice. They may also cease to hold office as a director in accordance with the Articles of Association. In the event that a Non-Executive Director is not re-elected, their appointment will terminate automatically, with immediate effect and without compensation. Each Non-Executive Director's letter of appointment is also terminable by Dowlais with immediate effect without payment of compensation if the Non-Executive Director: (i) commits a material breach of their obligations under the letter of appointment; (ii) commits a serious or repeated breach or non-observance of their obligations to Dowlais; (iii) is guilty of any fraud or dishonesty or has acted in a manner which, in the opinion of Dowlais, brings or is likely to bring the Non-Executive Director or Dowlais into disrepute or is materially adverse to Dowlais' interests; (iv) is convicted of certain arrestable criminal offences; (v) is declared bankrupt; (vi) is disqualified from acting as a director; (vii) has failed or ceased to meet the requirement of any regulatory body whose consent is required to enable the Non-Executive Director to undertake all or any of their duties; (viii) has engaged in any conduct which has or may have the effect of materially prejudicing the reputation of Dowlais; or (ix) has breach Dowlais' anti-corruption and bribery policy.
- (C) Under the terms of appointment, the Non-Executive Directors are typically appointed for an initial period of three years, subject to annual re-election.

<i>Name of director</i>	<i>Date appointed</i>	<i>Letter of appointment</i> <i>date/date of</i>	<i>Fees</i>
<i>Director</i>		<i>current appointment</i>	<i>(per annum)⁽¹⁾</i>
Simon Mackenzie Smith	9 February 2023	1 March 2023/9 February 2023	£412,000
Celia Baxter	20 February 2023	1 March 2023/20 February 2023	£139,050
Fiona MacAulay	20 February 2023	1 March 2023/20 February 2023	£92,700
Shali Vasudeva	20 February 2023	1 March 2023/20 February 2023	£92,700
Philip Harrison	10 February 2023	1 March 2023/10 February 2023	£118,450

(1) Inclusive of additional fees for Dowlais Chair, Senior Independent Director, board committee chairs and board committee memberships.

Dowlais also maintains directors' and officers' liability insurance for the benefit of each Non-Executive Director.

8.3 Other service agreements

Save as disclosed above, there are no service agreements or letters of appointment, between any Dowlais Director or proposed director of Dowlais and any member of the Dowlais Group and no such service agreement or letter of appointment has been entered into or amended within the six months preceding the date of this Document (save for amendments in the form of ordinary course changes to the salary and fees of the Dowlais Directors implemented by way of side letter).

Save as set out in paragraph 13 of Part Two (*Explanatory Statement*) of this Document, the effect of the Scheme on the interests of the Dowlais Directors does not differ from its effect on the like interests of any other holder of Scheme Shares.

8.4 Amendments, other contracts and other compensation

Save as disclosed above, there are no other contracts of service between the Dowlais Directors and Dowlais or any of its subsidiaries.

Save as disclosed in this paragraph 8:

- (A) no Dowlais Director is entitled to commission or profit sharing arrangements;
- (B) neither the service contracts nor any of the letters of appointment set out in this paragraph 8 have been entered into or amended during the six months prior to the date of this Document; and
- (C) other than statutory compensation and payment in lieu of notice, no compensation is payable by Dowlais to any Dowlais Director upon early termination of their employment or appointment.

9. AAM DIRECTORS' EMOLUMENTS

The emoluments of the AAM Directors will not be affected by the Combination or any other associated transaction.

10. MARKET QUOTATIONS

- (A) The following table shows the closing middle market prices for Dowlais Shares as derived from the Official List for the first dealing day of each month from December 2024 to May 2025 inclusive, for Tuesday 28 January 2025 (being the last Business Day prior to the date of the commencement of the Offer Period) and for 17 June 2025 (being the Latest Practicable Date) and as derived from Bloomberg L.P.:

<i>Date</i>	<i>Dowlais Share price (p)</i>
02 December 2024	61.35
02 January 2025	66.65
28 January 2025	68.35
03 February 2025	68.90
03 March 2025	70.45
01 April 2025	60.85
01 May 2025	58.90
17 June 2025	67.00

- (B) The following table shows the closing middle market prices for AAM Shares as derived from the New York Stock Exchange for the first dealing day of each month from December 2024 to May 2025, inclusive, for Tuesday 28 January 2025 (being the last Business Day prior to the date of the commencement of the Offer Period) and for 17 June 2025 (being the Latest Practicable Date) and as derived from Bloomberg L.P.:

<i>Date</i>	<i>AAM Share price (\$)</i>
02 December 2024	6.83
02 January 2025	5.76
28 January 2025	5.82
03 February 2025	4.95
03 March 2025	4.75
01 April 2025	3.92
01 May 2025	3.80
17 June 2025	4.23

11. MATERIAL CONTRACTS

11.1 AAM material contracts

Save as disclosed below, no member of the AAM Group has, during the period beginning on 29 January 2023 and ending on the Latest Practicable Date, entered into any material contract other than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the AAM Group in the period beginning on 29 January 2023 and ending on the Latest Practicable Date.

Unless the context requires otherwise, any capitalised terms used but not defined in this paragraph 11.1 have the meanings given to such term in the underlying document.

(A) ***First Amendment to the Amended and Restated Credit Agreement***

On 28 June 2023, AAM and American Axle & Manufacturing, Inc. (“**AAM Inc**”), a wholly owned subsidiary of AAM, entered into the First Amendment (the “**First Amendment**”) among AAM Inc, as borrower, AAM, each financial institution party thereto as a lender and JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”), amending the Amended and Restated Credit Agreement, dated as of 11 March 2022 (the “**Amended and Restated Credit Agreement**”), among AAM Inc, as borrower, AAM, each financial institution party thereto from time to time as a lender, and the Administrative Agent.

For the period from 28 June 2023 through the earlier of: (i) the date on which AAM and AAM Inc deliver to the Administrative Agent its Form 10-Q for the fiscal quarter ending 30 June 2024; and (ii) the date on which AAM and AAM Inc provide to the Administrative Agent documentation certifying certain matters pursuant to the First Amendment (the “**Amendment Period**”), the First Amendment, among other things: (a) increased the maximum levels of the total net leverage ratio covenant during the Amendment Period; (b) reduced the minimum levels of the cash interest expense coverage ratio covenant during the Amendment Period; (c) modified certain categories of the applicable margin (determined based on the total net leverage ratio of AAM) for the duration of the Amendment Period with respect to interest rates under the term loan A facility under the Amended and Restated Credit Agreement (the “**Term Loan A Facility**”) and interest rates under the revolving credit facility under the Amended and Restated Credit Agreement; and (d) modified certain covenants restricting the ability of AAM, AAM Inc and certain subsidiaries of AAM to create, incur, assume or permit to exist certain additional indebtedness and liens and to make or agree to pay or make certain restricted payments, voluntary payments and distributions. AAM Inc also agreed to prepay the Term Loan A Facility in an aggregate principal amount of \$16,250,000 upon closing on 28 June 2023. The terms of the term loan B facility under the Amended and Restated Credit Agreement, including the maturity dates, interest rates and applicable margins with respect to such interest rates, remain unchanged.

(B) ***Fourth Supplemental Indenture***

On 3 November 2011, AAM, AAM Inc and certain subsidiary guarantors signatory thereto (collectively, the “**Subsidiary Guarantors**”) executed and delivered to U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”) an indenture, as amended and supplemented by the first supplemental indenture, dated as of 23 March 2017, among AAM, AAM Inc, Alpha SPV I, Inc., certain Subsidiary Guarantors and the Trustee, the second supplemental indenture, dated 17 May 2017, among AAM, AAM Inc, certain Subsidiary Guarantors and the Trustee, and the third supplemental indenture, dated 23 March 2018, among AAM, AAM Inc, certain Subsidiary Guarantors and the Trustee (and as may be further amended and supplemented from time to time, the “**Indenture**”), providing for the issuance from time to time of its unsecured senior or subordinated debentures, notes or other evidences of indebtedness and guarantees thereof.

Pursuant to the Indenture, AAM Inc issued 6.875% senior notes due 2028, 6.50% senior notes due 2027, 6.25% senior notes due 2026, and 5.00% senior notes due 2029 (collectively, the “**Notes**”). The Indenture and the terms of the Notes provide that under certain circumstances AAM and/or AAM Inc may execute and deliver to the Trustee a supplemental indenture pursuant to which AAM and the Subsidiary Guarantors will guarantee the Notes on the terms and conditions set forth in the Indenture and in the Notes. On 14 May 2024 AAM, AAM Inc, the Subsidiary Guarantors and the Trustee entered into the fourth supplemental indenture, amending the Indenture (the “**Fourth**

Supplemental Indenture") pursuant to which AAM and the Subsidiary Guarantors agreed to guarantee the Notes on a senior basis, as an unsecured and unsubordinated obligation of the relevant Subsidiary Guarantors and of equal rank with all other existing and future unsubordinated and unsecured indebtedness of the relevant Subsidiary Guarantors. Each guarantee by a Subsidiary Guarantor provides by its terms that it will be automatically, fully and unconditionally released and discharged upon:

- (i) any sale, exchange or transfer (by merger or otherwise) of the capital stock of such Subsidiary Guarantor, or the sale or disposition of all the assets of such Subsidiary Guarantor, which sale, exchange, transfer or disposition is made in compliance with the applicable provisions of the indentures;
- (ii) the exercise by the issuer of its legal defeasance option or covenant defeasance option or the discharge of the issuer's obligations under the indentures in accordance with the terms of the indentures; or
- (iii) the election of the issuer to affect such a release following the date that such guaranteed Notes have an investment grade rating from both Standard Poor's Ratings Group, Inc, and Moody's Investors Service, Inc.

(C) *Refinancing Facility Agreement*

On 16 May 2024, AAM and AAM Inc entered into the Refinancing Facility Agreement No. 2 (the "**Refinancing Facility Agreement**"), among AAM Inc, as borrower, AAM, each financial institution party thereto as a lender (the "**New Tranche B Term Lenders**") and the Administrative Agent, amending the Amended and Restated Credit Agreement, dated as of 11 March 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**"), among AAM Inc, as borrower, AAM, each financial institution party thereto from time to time as a lender, and the Administrative Agent.

Pursuant to the Refinancing Facility Agreement, the New Tranche B Term Lenders agreed to provide a \$648 million term loan B facility (the "**New Term Loan B Facility**"), the proceeds from which, together with cash on hand of AAM Inc, were used to (a) prepay the entire principal amount of the outstanding term loan B facility (the "**Existing Term Loan B Facility**"), (b) pay all accrued and unpaid interest due under the Existing Term Loan B Facility and (c) pay all fees, costs and expenses payable in connection therewith.

The New Term Loan B Facility will mature on 13 December 2029; provided that if on any date prior to such date (a "**Reference Date**") any of AAM Inc's existing senior notes or any indebtedness incurred to refinance any such senior notes in an aggregate principal amount in excess of \$250 million is then outstanding and has a maturity date that is on or prior to 91 days after the Reference Date, the New Term Loan B Facility will instead mature on the Reference Date (or, if such date is not a Business Day, the immediately preceding Business Day). The Term SOFR loans under the New Term Loan B Facility will bear interest at the applicable Adjusted Term SOFR Rate (as defined in the Amended and Restated Credit Agreement) plus 3.00% per annum, and the alternate base rate loans under the New Term Loan B Facility will bear interest at the alternate base rate plus 2.00% per annum. The Refinancing Facility Agreement established a minimum Adjusted Term SOFR Rate of 0.00%.

The terms of the term loan A facility and the revolving credit facility under the Amended and Restated Credit Agreement, including the maturity dates, interest rates and applicable margins with respect to such interest rates, remained unchanged.

(D) *Interim financing arrangements*

In connection with the Combination, on 29 January 2025, AAM and certain of its subsidiaries entered into: (i) a Credit Agreement (the "**Backstop Credit Agreement**") with the lenders party thereto and the Administrative Agent; (ii) a First Lien Bridge Credit Agreement (the "**First Lien Bridge Credit Agreement**") with the lenders party thereto and the Administrative Agent; and (iii) a Second Lien Bridge Credit Agreement (the "**Second**

Lien Bridge Credit Agreement” and together with the First Lien Bridge Credit Agreement, the **“Bridge Credit Agreements”**) with the lenders party thereto and the Administrative Agent.

The Backstop Credit Agreement provided for term loans in an aggregate principal amount of \$1.98 billion and revolving credit facilities in an aggregate amount of \$1.25 billion. Proceeds of the commitments provided under the Backstop Credit Agreement were to be used, together with proceeds of the commitments provided under the Bridge Credit Agreements, to finance the Combination, including the cash consideration payable to Scheme Shareholders and debt refinancing costs, and to refinance in full the Amended and Restated Credit Agreement. The First Lien Bridge Credit Agreement provided for commitments of up to \$843 million and the Second Lien Bridge Credit Agreement provided for commitments of up to \$500 million. Proceeds from the commitments provided under the Bridge Credit Agreements will be used to finance the Combination, including the cash consideration payable to Scheme Shareholders and debt refinancing costs.

(E) *Amended financing arrangements*

On 24 February 2025, AAM and certain of its subsidiaries entered into a second amendment and incremental facility agreement (the **“Second Amendment”**) between, amongst others, AAM Inc as borrower, the Administrative Agent and certain financial institutions as lenders in relation to the financing of the Combination. This replaced the Backstop Credit Agreement by obtaining the consent of AAM’s existing lenders to amend the existing syndicated term loans and revolving credit facilities under the Amended and Restated Credit Agreement.

The Second Amendment: (i) increased the maximum revolving credit facility amount under the Credit Agreement to \$1,495 million, effective upon closing of the Combination; (ii) provides for an \$843 million incremental term loan B facility to be provided to AAM as borrower in connection with the Business Combination; (iii) extended the maturity of the revolving credit facility and the tranche A term loan facility to the five-year anniversary of the Second Amendment effective date, with a renewed maturity extension upon the closing of the Combination to the five-year anniversary of the closing of the Combination; and (iv) effected certain other changes thereto. Other principal terms of the Second Amendment include:

Purpose: The increased capacity under the revolving credit facility and the incremental term B commitments will be used to finance any amount payable under or in connection with the Acquisition (as defined in the Second Amendment) and the acquisition of any Target Shares (as defined in the Second Amendment) to be acquired after the Acquisition Completion Date (as defined in the Second Amendment) pursuant to a Squeeze-Out Procedure (as defined in the Second Amendment), to consummate the Existing Indebtedness Refinancing and to pay the costs related to the Acquisition.

Term: The revolving credit facility matures on 24 February 2030 provided that on the Acquisition Completion Date (as defined in the Second Amendment), such date shall be automatically extended to the date that is five years after the Acquisition Completion Date and the incremental term loan B facility matures on the date that is seven years after the Acquisition Completion Date.

Prepayment and repayment terms: The revolving credit facility may be repaid and reborrowed and the incremental term loan B facility is available during the Availability Period (as defined in the Second Amendment) subject to the requirements of the Certain Funds Period (as defined in the Second Amendment). Amounts prepaid under the incremental term loan B facility may not be reborrowed.

Interest: Interest on the revolving loans shall accrue interest at a rate of Daily Simple SOFR or SONIA, as applicable, plus the applicable margin per annum. The margin on the revolving loans is based upon the Total Net Leverage Ratio of the company, specifically:

- (i) If greater than 4.50 to 1.00, then 250 basis points

- (ii) If less than or equal to 4.50 to 1.00 and greater than 3.00 to 1.00, then 200 basis points
- (iii) If less than or equal 3.00 to 1.00 but greater than 2.00 to 1.00, then 175 basis points
- (iv) If less than or equal to 2.00 to 1.00 but greater than 1.25 to 1.00, then 150 basis points
- (v) If less than or equal to 1.25 to 1.00, then 125 basis points

The margin on the incremental term loan B facility is Term SOFR plus 325 basis points.

Representations, covenants and Events of Default: The Second Amendment contains representations and covenants customary for debt facilities of this nature. The Revolving Lenders have the benefit of a Total Net Leverage Ratio covenant and a Cash Interest Coverage Expense Ratio Covenant. The Second Amendment contains customary events of default.

Governing Law: The Second Amendment is governed by New York law.

In connection with AAM's entry into the Second Amendment, on 24 February 2025, AAM and certain of its subsidiaries entered into: (i) an amended and restated first lien bridge credit agreement with the lenders party thereto (collectively, the "**First Lien Bridge Lenders**"), and the Administrative Agent, pursuant to which the First Lien Bridge Lenders have agreed to provide AAM with a \$843.0 million interim loan facility in connection with the Combination (the "**Amended and Restated First Lien Bridge Credit Agreement**"); and (ii) an amended and restated second lien bridge credit agreement with the lenders party thereto (collectively, the "**Second Lien Bridge Lenders**"), and the Administrative Agent, pursuant to which the Second Lien Bridge Lenders have agreed to provide AAM with a \$500.0 million interim loan facility in connection with the Business Combination (the "**Amended and Restated Second Lien Bridge Credit Agreement**" and together with the Amended and Restated First Lien Bridge Credit Agreement, the "**Amended and Restated Bridge Credit Agreements**"). Other principal terms of the Amended and Restated Bridge Credit Agreements are as follows:

Purpose: The proceeds of the Bridge Loans (as defined in the applicable Amended and Restated Bridge Credit Agreement), together with the proceeds of term loans and revolving loans borrowed under the Existing Credit Agreement and/or the proceeds of Permanent Acquisition Financing Indebtedness and cash on hand of the Borrower, will be used by the Borrower solely to finance any amount payable under or in connection with the Acquisition and the acquisition of any Target Shares to be acquired after the Acquisition Completion Date pursuant to a Squeeze-Out Procedure, to consummate the Existing Indebtedness Refinancing and to pay the Transaction Costs

Term: The Bridge Loans shall mature on the first anniversary of the Closing Date (as defined in the applicable Amended and Restated Bridge Credit Agreement) unless such Bridge Loans are Converted into Extended Term Loans. If the First Lien Bridge Loan is extended into an Extended Term Loan, then the First Lien Bridge Loan shall mature on the date that is 7th anniversary of the closing date. If the Second Lien Bridge Loan is extended into an Extended Term Loan, then the Second Lien Bridge Loan shall mature on the date that is the 8th anniversary of the closing date.

Prepayment and repayment terms: The Bridge Loans may not be repaid and reborrowed and the Commitment of each Lender to make the Bridge Loans shall be automatically terminated upon the making by such Lender of its Bridge Loans on the Closing Date and the Commitments shall automatically terminate at 5:00 p.m., New York City time, on the last Business Day of the Certain Funds Period. The Company expects to replace the Bridge Facilities with permanent financing before or after the closing of the Business Combination. If the Bridge Facilities have not been previously repaid in full on or prior to the one-year anniversary of the first date on which loans are made thereunder, any loans thereunder will automatically be converted into a term loan on terms likely to be significantly less favourable to the Company. While amounts are outstanding under the

Bridge Facilities, the Bridge Lenders may require that AAM issue notes in a Rule 144A or other private offering subject to certain terms and conditions, and to use the proceeds to repay all or a portion of the Bridge Facilities.

Interest: The First Lien Bridge Loans shall accrue interest at a rate of Term SOFR plus 3.00% per annum, in the case of a Term SOFR Loan. If the Bridge Loans are not paid in full within the three-month period following the Closing Date, the Applicable Rate will increase by 0.50% per annum at the end of such three-month period and shall increase by an additional 0.50% per annum at the end of each three-month period thereafter until the Bridge Loan Maturity Date but not in excess of the Total Cap. The Second Lien Bridge Loans shall accrue interest at a rate of Term SOFR plus 4.50% per annum, in the case of a Term SOFR Loan. If the Bridge Loans are not paid in full within the three-month period following the Closing Date, the Applicable Rate will increase by 0.50% per annum at the end of such three-month period and shall increase by an additional 0.50% per annum at the end of each three-month period thereafter until the Bridge Loan Maturity Date but not in excess of the Total Cap.

Representations, Covenants and Events of Default: The Amended and Restated Bridge Credit Agreements contain representations and covenants customary for debt facilities of this nature, neither have a financial covenant. The Amended and Restated Bridge Credit Agreements have customary events of default.

Governing Law: The Amended and Restated Bridge Credit Agreements are governed by New York law.

Following entry into the Second Amendment, on 24 February 2025, AAM and certain of its subsidiaries delivered a backstop termination letter effective as of 24 February 2025, pursuant to which the Backstop Credit Agreement was terminated (the “**Backstop Termination Letter Agreement**”).

In addition to the Second Amendment, the Backstop Termination Letter Agreement and the Amended and Restated Bridge Credit Agreements, on 24 February 2025, AAM and certain of its subsidiaries entered into the following amended and restated fee and engagement letters to, among other things, make certain conforming changes consistent with the Second Amendment: (i) an amended and restated fee credit letter; (ii) an amended and restated arranger fee letter; (iii) an amended and restated administrative agent fee letter; (iv) an amended and restated securities engagement letter; (v) an amended and restated engagement and syndication letter.

11.2 Dowlais material contracts

Save as disclosed below, no member of the Dowlais Group has, during the period beginning on 29 January 2023 and ending on the Latest Practicable Date, entered into any material contract other than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the Dowlais Group in the period beginning on 29 January 2023 and ending on the Latest Practicable Date.

Unless the context requires otherwise, any capitalised terms used but not defined in this paragraph 11.2 have the meanings given to such term in the underlying document.

(A) *Senior Term and Revolving Facilities Agreement*

On 22 February 2023, Dowlais and certain of its subsidiaries entered into a senior term and revolving facilities agreement (the “**Facilities Agreement**”). Pursuant to the terms of the Facilities Agreement, the following facilities have been entered into by GKN Industries Limited and are made available to the Dowlais Group:

- (i) multi-currency term facilities with initial commitments equal to £100 million, USD 400 million and EUR 100 million with a final maturity date of 20 April 2026 (together, the “**Term Facilities**”); and

- (ii) multi-currency revolving facilities with initial commitments equal to £350 million, USD 660 million and EUR 450 million with an initial maturity date of 20 April 2026 which is subject to extension at the option of the Dowlais Group by up to two years (together, the “**Revolving Facilities**” and, together with the Term Facilities, the “**Facilities**”).

The Facilities are each made available by a syndicate of banks and may be used (among other things) to fund the general corporate purposes and working capital requirements of the Dowlais Group.

Drawings under the Facilities bear interest at a floating rate, consisting of a reference rate plus a margin. The margin applicable to the Facilities is subject to a ratchet based on the consolidated debt cover ratio of the Dowlais Group (i.e., consolidated total net debt to consolidated EBITDA). The range of margins which may apply to drawings under the Term Facilities is 1.00 per cent. per annum (where debt cover is less than or equal to 1.0x) to 2.20 per cent. per annum (where debt cover is greater than 3.0x). The range of margins which may apply to drawings under the Revolving Facilities is 1.10 per cent. per annum (where debt cover is less than or equal to 1.0x) to 2.50 per cent. per annum (where debt cover is greater than 3.0x).

The Facilities Agreement incorporates two financial covenants, tested semi-annually, which require the consolidated debt cover ratio of the Dowlais Group to be equal to or less than 3.50x and the consolidated interest cover ratio of the Dowlais Group (i.e., consolidated EBITDA to consolidated net finance charges) to be equal to or greater than 4.0x (together, the “**Financial Covenants**”). In addition, the Facilities Agreement incorporates a customary package of representations and undertakings given by various members of the Dowlais Group, including restrictions on the incurrence of financial indebtedness and a negative pledge restricting the granting of security.

Drawings under the Facilities are guaranteed by various members of the Dowlais Group (including the Company) on an unsecured basis (together, the “**Guarantors**”).

The Facilities Agreement includes a mandatory prepayment trigger upon a change of control of the Company. In this event, the Facilities Agreement requires that the lenders enter into a period of negotiations with the borrower for a period of up to 30 days following such change of control to determine whether and, if so, how to continue the Facilities. Each individual lender is then permitted, in the event that such lender has not agreed otherwise pursuant to the negotiations referred to in the previous sentence, to require its commitments to be cancelled and its participations in any drawings to be repaid at par together with accrued interest. In addition, the Facilities Agreement permits the voluntary prepayment of drawings (in whole or in part) at par and without premium penalty, together with accrued interest, subject to payment of any applicable break costs and subject to minimum notice and quantum requirements.

Upon the occurrence of certain events of default, including (subject to grace periods and limited rights to remedy) a breach of the financial covenants, representations and undertakings referred to above, the Facilities may (among other things) be declared immediately due and payable at par, together with accrued interest and all other amounts then-outstanding.

(B) *U.S. Private Placement Notes*

On 30 October 2024, Dowlais and certain of its subsidiaries entered into a note purchase agreement (the “**NPA**”). Pursuant to the terms of the NPA, the following series of notes were issued by GKN Industries Limited (the “**Issuer**”) on the date of the NPA:

- (i) USD 145,000,000 5.77 per cent. Series A Senior Notes due 30 October 2029;
 - (ii) USD 48,000,000 5.97 per cent. Series B Senior Notes due 30 October 2031;
 - (iii) USD 100,000,000 6.07 per cent. Series C Senior Notes due 30 October 2032;
 - (iv) USD 102,000,000 6.26 per cent. Series D Senior Notes due 30 October 2034; and
 - (v) USD 105,000,000 6.36 per cent. Series E Senior Notes due 30 October 2036,
- (together, the “**Private Placement Notes**”).

The Private Placement Notes were purchased by certain private investors and the proceeds were permitted to be applied towards the general corporate purposes of the Dowlais Group.

The Private Placement Notes each bear interest at a fixed rate (subject to the following sentence) and have a fixed final maturity date, in each case, as described in the list above. In the event that the solicited debt rating given to any series of Private Placement Notes falls below investment grade (i.e., below BBB-/Baa3/BBB) at any time (or if no debt rating is in force for such series), the rate of interest applicable to such series will be increased by 1.00 per cent. per annum for so long as such event is continuing. In the event that more than one solicited debt rating is in force for any series of Private Placement Notes, the lowest rating (if two ratings are in force) or second lowest rating (if three or more ratings are in force) determines whether a 'below investment grade' event has occurred and is continuing.

The NPA incorporates financial covenants on the same terms as the Financial Covenants and a customary package of representations and undertakings given by various members of the Dowlais Group, including restrictions on the incurrence of financial indebtedness and a negative pledge restricting the granting of security. The NPA also includes 'most favoured nation' protections pursuant to which, in the event that stricter or additional financial covenants are incorporated into the Facilities Agreement or other material credit facilities of the Dowlais Group, such stricter or additional covenants shall automatically be deemed to be incorporated into the NPA for the benefit of the holders of the Private Placement Notes.

The Private Placement Notes are guaranteed on an unsecured basis by the Guarantors. The NPA requires that the guarantor coverage in respect of the Private Placement Notes matches that which applies to the Facilities Agreement and any other material credit facilities of the Dowlais Group from time to time.

The NPA includes a mandatory prepayment offer trigger upon a change of control of the Company. In this event, the NPA requires that the Issuer offers to each holder of Private Placement Notes to prepay all outstanding Private Placement Notes at par together with accrued interest. Acceptance or otherwise of such offer is at the discretion of each holder. In addition, the NPA permits the voluntary prepayment of Private Placement Notes (in whole or in part) at par, together with accrued interest and a make-whole amount, subject to minimum notice and quantum requirements.

Upon the occurrence of certain events of default, including (subject to grace periods and limited rights to remedy) a breach of the financial covenants, representations and undertakings referred to above, the Facilities may (among other things) be declared immediately due and payable at par, together with accrued interest and a make-whole amount.

(C) *Demerger Agreement*

On 2 March 2023, Dowlais and Melrose Industries PLC ("**Melrose**") entered into a demerger agreement (the "**Demerger Agreement**") to effect the demerger of Dowlais from Melrose (the "**Demerger**") and to govern aspects of the relationship between Dowlais and Melrose following completion of the Demerger.

The Demerger Agreement contains certain customary mutual reimbursement obligations under which Melrose undertakes to reimburse Dowlais and Dowlais undertakes to reimburse Melrose in respect of liabilities, losses, demands, claims, costs and damages arising, directly or indirectly, from or in consequence of certain claims.

The Demerger Agreement also sets out how (i) guarantees given by the Melrose Group for the benefit of companies in the Dowlais Group (or vice versa), (ii) contractual arrangements with third parties (to the extent not dealt with by other material contracts),

and (iii) assets owned or possessed by the Melrose Group which were used by the Dowlais Group, exclusively or otherwise (or vice versa), will be dealt with following the Demerger.

(D) *Specific Matters Agreement*

On 2 March 2023, Dowlais and Melrose entered into a specific matters agreement (the “**Specific Matters Agreement**”) which contains cross-indemnities and undertakings for certain specific, known risks.

(E) *Tax Matters Agreement*

On 2 March 2023, Dowlais and Melrose entered into a tax matters agreement to govern certain aspects of the tax affairs of the Dowlais Group and the Melrose Group following completion of the Demerger.

The tax matters agreement contains provisions relating to (amongst other things) (i) the allocation of certain specific tax liabilities between the Dowlais Group and the Melrose Group; (ii) access to and use of tax reliefs by members of each group in relation to tax periods up to completion of the Demerger; (iii) the basis on and manner in which each group will prepare tax returns and other tax documents, and (iv) the conduct of each group’s tax affairs (including the sharing of tax information and the manner in which any disputes with any tax authorities will be dealt with).

The tax matters agreement does not contain a general reimbursement or indemnity provision in respect of tax liabilities: (i) incurred by the Dowlais Group which relates to the business of the Melrose Group or to the assets of the Melrose Group; or (ii) incurred by the Melrose Group which relate to the business of the Dowlais Group or to the assets of the Dowlais Group. Indemnities have been provided for a small number of specifically identified tax issues.

The tax matters agreement also provides that each of the Dowlais Group and the Melrose Group shall be responsible for its own tax administration (including, without limitation, the filing of its own tax returns), subject to granting the other party the ability to review and comment on certain tax documents in certain circumstances.

The tax matters agreement also sets out how (i) tax grouping (including without limitation group payment) arrangements, (ii) transfer pricing arrangements, and (iii) certain other specifically identified tax issues, will be dealt with following the Demerger.

(F) *Transitional Services Agreement*

On 2 March 2023, Melrose entered into a transitional services agreement with Dowlais under which Melrose has agreed to provide, or procure the provision of, certain transitional services to the Dowlais Group for an agreed term following completion of the Demerger (the “**Transitional Services Agreement**”). The Transitional Services Agreement will continue until the date that the last service term expires (subject to any extension as described below). The services that were to be provided under the Transitional Services Agreement include finance and treasury, company secretariat and legal, tax and certain strategic advisory services.

Melrose was bound to provide or procure the provision of the services to the Dowlais Group for the relevant term. Melrose must have used its reasonable endeavours to provide the services in accordance with all lawful and reasonable directions, instructions and requests from the Dowlais Group, provided that any such direction, instruction or request shall not run contrary to anything agreed between the parties under the Transitional Services Agreement.

Melrose was also bound to ensure each service was performed to the substantially equivalent standard as such service is provided within the Melrose Group during the term based on Melrose’s actual performance of, and its internal policies and procedures in relation to, such equivalent services where applicable.

Upon completion of the Demerger, Melrose retained a stake of 1% of the issued share capital of Dowlais as consideration for the expected costs of the performance and provision of the services by the Melrose Group to the Dowlais Group under the Transitional Services Agreement, as well as other costs.

At any time after completion of the Demerger, Dowlais may terminate early or reduce the provision, level or volume of any service on prior written notice in accordance with the relevant notice period. The term of any service under the Transitional Services Agreement may be extended by the mutual agreement of both parties. There will be no adjustment to the consideration in the event of an early termination or reduction to the scope of any service. If the costs of performing and providing the services are expected to materially exceed that which is anticipated as at the date of the Transitional Services Agreement, the parties will discuss in good faith and agree such further costs as are necessary to adequately compensate Melrose.

(G) *Trade Mark Agreements*

The GKN Trade Marks are owned by the Melrose Group and are licensed to the Dowlais Group. On completion of the Demerger, Melrose granted Dowlais a perpetual royalty free licence to use the GKN Trade Marks (subject to only limited termination rights, including on insolvency).

(H) *Buyback Agreement*

On 21 March 2024, Dowlais entered into a buyback agreement with Investec pursuant to which it announced a buyback programme of Dowlais' ordinary shares for up to a maximum aggregate consideration of £50 million (the "**Buyback Agreement**"). On 29 January 2025, Dowlais notified Investec of its intention to cancel the previously announced buyback programme with immediate effect.

(I) *Co-operation Agreement*

Please see paragraph 12 of this Part Nine.

12. COMBINATION-RELATED ARRANGEMENTS

(A) **Confidentiality Agreement**

AAM and Dowlais entered into the Revised Confidentiality Agreement on 14 January 2025 pursuant to which each of AAM and Dowlais has undertaken to keep certain information relating to the Combination and to the other party confidential and not to disclose such information to third parties (except to certain permitted parties) for the purposes of evaluating the Combination unless required by law or regulation. The Revised Confidentiality Agreement also contains: (i) reciprocal customary non-solicit provisions from the date of the Revised Confidentiality Agreement until 12 months after the earlier of the cessation of discussions between AAM and Dowlais in relation to the Combination and the termination or lapse of the Scheme (or, if the Combination is implemented by way of an Offer, the Offer); and (ii) customary standstill provisions applicable to AAM only for a period of 12 months after the date of the Revised Confidentiality Agreement, in each case subject to customary carve-outs. The Revised Confidentiality Agreement amended an earlier confidentiality agreement entered into between AAM and Dowlais on 29 October 2024, which was on the same terms as the Revised Confidentiality Agreement, save for the reciprocal non-solicit provisions applied for 12 months from 29 October 2024.

(B) **Clean Team Agreement**

On 27 March 2024, Dowlais and AAM entered into a clean team agreement (the "**Clean Team Agreement**"), which sets out, among other things, how confidential information that is competitively sensitive can be disclosed, used or shared between Dowlais' clean team individuals and/or external advisers retained by Dowlais and AAM's clean team individuals and/or external advisers retained by AAM.

(C) **Joint Defense Agreement**

Dowlais, AAM and their respective external legal counsels have entered into a Joint Defense Agreement dated 6 December 2024, the purpose of which is to ensure that the exchange and/or disclosure of certain materials, in particular in relation to the antitrust and regulatory workstreams, only takes place between their respective external legal counsels and external regulatory experts, and does not diminish in any way the confidentiality of such materials and does not result in a waiver of any privilege, right or immunity that might otherwise be available.

(D) **Co-operation Agreement**

AAM and Dowlais entered into a Co-operation Agreement dated 29 January 2025 pursuant to which, among other things:

- (i) AAM has agreed to use all reasonable endeavours to obtain the regulatory conditions and authorisations as soon as reasonably practicable following date of the Announcement and in any event in sufficient time to enable the Effective Date to occur by the Long Stop Date;
- (ii) AAM and Dowlais have agreed to certain customary undertakings to cooperate in relation to such regulatory clearances and authorisations; and
- (iii) AAM has agreed to provide Dowlais with certain information for the purposes of the Scheme Document and otherwise assist with the preparation of the Scheme Document and Dowlais has agreed to provide AAM with certain information for the purposes of the AAM Proxy Statement.

The Co-operation Agreement records the intention of AAM and Dowlais to implement the Combination by way of the Scheme, subject to AAM's right to switch to an Offer in certain circumstances. AAM and Dowlais have agreed to certain customary provisions if the Scheme should switch to an Offer.

The Co-operation Agreement also contains provisions that shall apply in respect of Dowlais Shareholders' dividend entitlements and directors' and officers' insurance, as well as the Dowlais Share Plans, other incentive arrangements and other employee-related matters. AAM has agreed that from the date of the Co-operation Agreement until the Effective Date it shall not announce, declare, make or pay any dividends to AAM Shareholders. In addition, AAM has also committed, from the date of the Co-operation Agreement until the earlier of receipt of the AAM Shareholder approvals, not to solicit or engage in any discussions of alternative proposals to the Combination (subject to certain limited exceptions). The Co-operation Agreement provides that AAM will pay a break fee to Dowlais in the following amounts and circumstances (subject to certain exceptions and exclusions):

- (i) \$50 million, in cash, if AAM's Board no longer recommends the Combination or if AAM fails to hold the AAM Shareholder Meeting prior to the Long Stop Date;
- (ii) \$50 million, in cash, if AAM invokes the Conditions set out in 3 (Official authorisations and regulatory clearances) and 6 (General Third Party approvals) of Part 1 of Part Three (*Conditions to the Implementation of the Scheme and to the Combination*) of this Document or such Condition has not been satisfied or waived by AAM by the Long Stop Date; or
- (iii) \$14 million, in cash, if AAM Shareholders do not approve the resolutions required to implement the Combination at the AAM Shareholder Meeting and there has been no change in the AAM Board's recommendation.

The Co-operation Agreement shall terminate in certain customary circumstances, including but not limited to:

- (i) if agreed in writing between AAM and Dowlais;
- (ii) upon service of written notice by AAM to Dowlais if the Dowlais Directors change their recommendation in respect of the Combination;

- (iii) upon service of written notice by either AAM or Dowlais to the other if: (i) a competing offer becomes effective or is declared or becomes unconditional; (ii) the Combination is withdrawn, terminates or lapses in accordance with its terms; (iii) prior to the Long Stop Date, any Condition has (with the consent of the Panel) been invoked by AAM; (iv) the Scheme is not approved at the Court Meeting, the Resolutions to be proposed at the General Meeting are not passed or the Court refuses to sanction the Scheme; (v) unless otherwise agreed by AAM and Dowlais in writing or required by the Panel, the Effective Date has not occurred by the Long Stop Date; or (vi) such resolution or resolutions as are necessary to approve, effect and implement the Combination, including to authorise the creation, allotment and issue of the New AAM Shares, are not passed at the AAM Shareholder Meeting; or
- (iv) upon service of notice by Dowlais to AAM if: (i) AAM makes an announcement prior to publication of the AAM Proxy Statement that it will not convene the AAM Shareholder Meeting or it intends not to file the AAM Proxy Statement with the SEC or transmit it to AAM Shareholders; (ii) the AAM Proxy Statement does not include the AAM Directors' recommendation; or (iii) the AAM Directors change their recommendation in respect of the Combination; and
- (v) upon the Effective Date.

On 15 May 2025, AAM and Dowlais entered into the Side Letter pursuant to which AAM has undertaken to Dowlais to:

- (A) make an application to the FCA for all of the AAM Shares (including the New AAM Shares) to be admitted to the equity shares (international commercial companies secondary listing) category of the Official List (in accordance with the UK Listing Rules and FSMA); and
- (B) make an application for all of the AAM Shares (including the New AAM Shares) to be admitted to trading on the Main Market for listed securities of the London Stock Exchange,

in each case such that all of the AAM Shares (including the New AAM Shares) will be admitted to trading on the Main Market for listed securities of the London Stock Exchange upon the Combination becoming Effective in accordance with its terms.

The Side Letter contains certain customary undertakings from Dowlais in respect of information sharing in connection with the applications.

(E) **Pensions Agreement**

AAM, Dowlais and the trustees (the “**Trustees**”) of Dowlais’ UK defined benefit pension schemes (the “**Pension Schemes**”) entered into a pensions agreement on 29 January 2025. In summary, AAM has agreed that, with effect from and conditional on Completion: (i) it will consult with the Trustees before changing the key terms of the material intercompany balances of the main entities supporting the Pension Schemes’ employer covenant and before effecting any intra-group reorganisation that would move material subsidiaries supporting the Schemes’ employer covenant to another part of the Combined Group; (ii) it will share information with the Trustees at agreed regular intervals regarding the Combined Group’s financial performance and business prospects, progress on delivering synergies and material corporate events; and (iii) it supports the objective of the GKN Group Pension Scheme No. 3 of achieving full funding on a low dependency funding basis by the “relevant date” in accordance with pensions legislation and will consider in good faith potential courses of action to achieve that objective as part of the next actuarial valuation. AAM has also provided confirmations about the information shared with the Trustees in connection with the Combination and the Trustees have confirmed that, based on the information provided by AAM and the representations made prior to the date of the Rule 2.7 Announcement, they consider that the Combination would not have a materially detrimental effect on the Pension Schemes. The agreement also contains customary confidentiality provisions subject to certain standard exceptions.

13. IRREVOCABLE UNDERTAKINGS

The Dowlais Directors have provided irrevocable undertakings to AAM to vote in favour (or procure a vote in favour) of the Scheme at the Court Meeting and the resolutions relating to the Combination at the General Meeting, in respect of their entire beneficial holdings, amounting to 3,996,900 Dowlais Shares, in aggregate, representing approximately 0.3 per cent. of the issued share capital of Dowlais as at the Latest Practicable Date.

Copies of the irrevocable undertakings are available on Dowlais' website at www.dowlais.com/AAMcombination and will remain on display until the end of the Offer Period.

The obligations of the Dowlais Directors under the irrevocable undertakings given by them shall lapse and cease to have effect on and from the earlier of the following occurrences:

- (A) AAM publicly announces, with the consent of the Panel, that it does not intend to proceed with the Combination;
- (B) the Combination lapses, is withdrawn or otherwise terminates in accordance with its terms;
- (C) the Scheme has not become Effective before 11.59 p.m. on the Long Stop Date; or
- (D) if any competing offer for Dowlais is declared wholly unconditional or becomes effective.

These irrevocable undertakings remain binding in the event a competing offer is made for Dowlais. These irrevocable undertakings also extend to any shares acquired by the Dowlais Directors as a result of the vesting of awards under the Dowlais Share Plans.

14. COMBINATION-RELATED FEES AND EXPENSES

14.1 AAM Fees and Expenses

The aggregate fees and expenses expected to be incurred by AAM in connection with the Combination (excluding any applicable VAT) are expected to be approximately \$160 million. This aggregate number consists of the following categories (in each case excluding any applicable VAT):

<i>Category</i>	<i>Amount</i>
Financing arrangements	\$80.0 million
Financial and corporate broking advice ⁽¹⁾	\$27.5 million
Legal advice ⁽¹⁾⁽²⁾	\$30.0 million
Accounting advice	\$3.0 million
Public relations advice ⁽²⁾	\$1.0 million
Other professional services	\$4.5 million
Other costs and expenses ⁽³⁾	\$14.0 million
Total	\$160.0 million

(1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Combination becomes Effective.

(2) Certain of these services are provided by reference to hourly or daily rates. The amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of the further time required until the Effective Date. The total amount payable in respect of certain aspects of these services depends on whether the Combination becomes effective. Certain of these fees and expenses have been converted from other currencies into U.S. Dollars.

(3) Relates to costs of UK stamp duty and German real estate transfer tax.

14.2 Dowlais Fees and Expenses

The aggregate fees and expenses expected to be incurred by Dowlais in connection with the Combination (excluding any applicable VAT and other taxes) are expected to be approximately £49 million. This aggregate number consists of the following categories (in each case excluding any applicable VAT and other taxes):

<i>Category</i>	<i>Amount</i>
Financial and corporate broking advice ⁽¹⁾	£29.0 million
Legal advice ⁽¹⁾⁽²⁾	£14.0 million
Accounting advice	£1.5 million
Public relations advice	£1.0 million
Other professional services	£2.0 million
Other costs and expenses	£1.5 million
Total	£49.0 million

(1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Combination becomes Effective. The total amount payable does not include disbursements.

(2) Certain of these services are provided by reference to hourly or daily rates. The amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of the further time required until the Effective Date. The total amount payable in respect of certain aspects of these services depends on whether the Combination becomes effective. Certain of these fees and expenses have been converted from U.S. Dollars, Euros and other currencies, to the extent applicable, into Pounds Sterling. Amounts do not include disbursements.

15. FINANCING ARRANGEMENTS RELATING TO AAM

The cash consideration payable under the terms of the Combination will be funded from AAM's existing cash resources and from the interim financing arrangements and amended financing arrangements as described in paragraph 11.1 of this Part Nine. Further information on the key terms of the bank facilities is set out in paragraph 11.1 of this Part Nine.

J.P. Morgan Cazenove, as financial adviser to AAM, is satisfied that sufficient resources are available to AAM to satisfy in full the cash consideration payable to Scheme Shareholders pursuant to the terms of the Combination.

16. PERSONS ACTING IN CONCERT

The persons who, for the purposes of the Code, are acting in concert with AAM are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with AAM</i>
J.P. Morgan Securities LLC	383 Madison Avenue, New York, NY 10179, USA	Exclusive financial adviser
J.P. Morgan Cazenove	25 Bank Street, Canary Wharf, London, United Kingdom, E14 5JP	Exclusive financial adviser

In addition to the Dowlais Directors (together with their close relatives and related trusts) and members of the Dowlais Group, the persons who, for the purposes of the Code, are acting in concert with Dowlais are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with Dowlais</i>
Barclays	1 Churchill Place, London, E14 5RB	Joint financial adviser and joint corporate broker
Investec	30 Gresham Street, London, EC2V 7QP	Joint corporate broker
Rothschild & Co.	New Court, St Swithin's Lane, London, EC4N 8AL	Joint financial adviser

17. NO SIGNIFICANT CHANGE

There has been no significant change in the financial or trading position of Dowlais since 31 March 2025, being the date to which the latest interim financial information published by Dowlais was prepared.

There has been no significant change in the financial or trading position of AAM since 31 March 2025 being the date to which the latest interim financial statements of AAM were prepared.

18. SIGNIFICANT AAM SHAREHOLDERS

As at the Latest Practicable Date, insofar as it is known to AAM, the following persons have a potential direct or indirect interest of five per cent. or more of the voting rights in respect of the share capital of the Combined Group immediately following the Effective Date:

<i>Name</i>	<i>Number of AAM Shares</i>	<i>Percentage of AAM Shares</i>	<i>Percentage of AAM Shares immediately following the Effective Date⁽³⁾</i>
BlackRock Inc.	18,014,861	15.2%	11.4%
The Vanguard Group Inc.	12,897,638	10.9%	8.2%

19. CONSENT

Barclays, Rothschild & Co, J.P. Morgan and Investec have each given and not withdrawn their consent to the issue of this Document with the inclusion of references to its name in the form and context in which they are included.

20. DOCUMENTS PUBLISHED ON A WEBSITE

Copies of the following documents will be available for viewing on Dowlais' website at www.dowlais.com/AAMcombination by no later than 12.00 p.m. (London time) on the business day following the date of publication of this Document (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions):

- (A) this Document and the Forms of Proxy and Form of Election;
- (B) the Announcement;
- (C) the memorandum and articles of association of Dowlais and the amended restated certificate of incorporation and by-laws of AAM;
- (D) a draft of the articles of association of Dowlais as proposed to be amended at the General Meeting;
- (E) the consolidated audited report and accounts of Dowlais for the two financial years ended 31 December 2024 and 31 December 2023;
- (F) the consolidated audited report and accounts of AAM for the two financial years ended 31 December 2024 and 31 December 2023;
- (G) the written consents referred to in paragraph 19 above;
- (H) the Confidentiality Agreement and Joint Defense Agreement;
- (I) the Co-operation Agreement;
- (J) the Side Letter to the Co-operation Agreement;
- (K) the Clean Team Agreement;
- (L) the Pensions Agreement;
- (M) letters from Deloitte and J.P. Morgan Cazenove confirming that their reports in connection with the Quantified Financial Benefits Statement continues to apply, as required by Rule 27.2(d) of the Code;
- (N) copies of the irrevocable undertakings referred to in paragraph 13 above; and
- (O) the AAM Proxy Statement.

³ Taking into account the number of direct or indirect interests in Dowlais Shares held by the respective shareholder as at the Latest Practicable Date, insofar as it is known to AAM.

21. SOURCES OF INFORMATION AND BASES OF CALCULATION

In this Document, unless otherwise stated or the context otherwise requires, the following bases and sources have been used:

- (A) As at the Latest Practicable Date, there were 1,316,658,644 Dowlais Shares in issue. The ISIN for Dowlais Shares is **GB00BMWRZ071**.
- (B) As at the Latest Practicable Date, there were 118,662,478 AAM Shares in issue. The CUSIP number for AAM Shares is **024061103**.
- (C) Any references to the issued and to be issued share capital of Dowlais are based on:
 - (i) 1,316,658,644 Dowlais Shares referred to in paragraph (A) above (which includes 5,430,911 Dowlais Shares held by the employee benefit trust operated by Dowlais that can be used to satisfy the vesting of awards under the Dowlais Share Plans as at the Latest Practicable Date); and
 - (ii) 19,746,726 Dowlais Shares which may be issued on or after the date of this Document on the vesting of awards under the Dowlais Share Plans.
- (D) The value of the Combination by reference to the existing issued share capital of Dowlais is based on the issued and to be issued share capital of Dowlais (as set out in paragraph (C) above).
- (E) Unless otherwise stated, all prices for the Dowlais Shares are derived from Bloomberg L.P.
- (F) Unless otherwise stated, all prices for the AAM Shares are derived from Bloomberg L.P.
- (G) Unless otherwise stated, all exchange rates for the conversion of U.S. Dollars into Pounds Sterling are derived from Bloomberg L.P.
- (H) Unless otherwise stated, the financial information relating to Dowlais is extracted from the audited accounts of Dowlais for the year ended 31 December 2024.
- (I) Unless otherwise stated, the financial information relating to AAM is extracted from the audited accounts of AAM for the year ended 31 December 2024.
- (J) The enlarged share capital of 235,921,328 shares in the Combined Group immediately following Completion has been calculated as the sum of:
 - (i) the current share capital of AAM of 118,662,478 AAM Shares; plus
 - (ii) approximately 117,000,000 New AAM Shares, which may be issued under the terms of the Combination (calculated as the number of the issued and to be issued ordinary share capital of Dowlais as set out in paragraph (C) above multiplied by 0.0881).
- (K) The estimated cost savings and synergy numbers included in this Document are unaudited and reflect the AAM Directors' view of the potential cost synergies of the Combination, taking into account the factors they can influence. Further information underlying the Quantified Financial Benefits Statement contained in this Document is provided in Appendix 1 (*Quantified Financial Benefits Statement*) of this Document.

PART TEN

DEFINITIONS

"2023 OSP Performance Awards"	any and all OSP Performance Awards granted in respect of 2023
"2023 OSP Restricted Awards"	any and all OSP Restricted Awards granted in respect of 2023
"AAM"	American Axle & Manufacturing Holdings, Inc., a Delaware corporation
"AAM Board"	the board of directors of AAM as at the date of this Document or, where the context so requires, the directors of AAM from time to time
"AAM Directors"	the directors of AAM as at the date of this Document or, where the context so requires, the directors of AAM from time to time
"AAM DIs"	a dematerialised depositary interest representing New AAM Shares issued by the DI Depositary whereby the DI Depositary will hold New AAM Shares, represented by book-entry interests in the DTC system, via the DI Custodian as its custodian, on trust for the CREST member to whom it has issued a depositary interest
"AAM Group"	AAM and its subsidiary undertakings from time to time
"AAM Mix and Match Price"	the 5 Day VWAP of AAM Shares as at the Measurement Date
"AAM Prospectus"	the prospectus to be published by AAM at a future date currently expected to be in the fourth quarter of 2025
"AAM Proxy Statement"	the definitive proxy statement of AAM in connection with the AAM Shareholder Meeting, filed with the SEC on 2 June 2025 (and as amended and supplemented from time to time)
"AAM Shares"	the shares of common stock of AAM issued and outstanding
"AAM Shareholder Meeting"	the duly convened meeting of the AAM Shareholders held for the purpose of considering and approving the amendment to AAM's certificate of incorporation and the issuance of the New AAM Shares, including any adjournment or postponement thereof
"AAM Shareholders"	the holders of AAM Shares from time to time
"Admission"	admission of all of the AAM Shares (including the New AAM Shares) to: (a) the equity shares (international commercial companies secondary listing) category of the Official List (in accordance with the Listing Rules and FSMA); and (b) trading on the Main Market for listed securities of the London Stock Exchange (in accordance with the Admission and Disclosure Standards of the London Stock Exchange)
"Advanced Differentials"	torque management components enabling specified advanced driving features such as mechanical and electronic limited slip differentials, locking differentials and disconnect devices
"Articles of Association"	the articles of association of Dowlais from time to time
"associated undertaking"	has the meaning given to it in paragraph 19 of Schedule 6 to The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410) but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 to those regulations

“Awards”	all awards over Dowlais Shares and cash awards outstanding under the Dowlais Share Plans from time to time
“AWD”	all wheel drive
“AWD Systems”	torque management components (being a power take-off unit and rear drive unit) for AWD vehicles with an East-West/transverse engine layout
“AWG”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Barclays”	Barclays Bank PLC, acting through its Investment Bank
“BMWK”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Brazil Antitrust Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Business Day”	a day, not being a public holiday, Saturday or Sunday, on which banks in London are open for normal business
“Buyback Programme”	the share buyback programme of up to £50 million announced on 21 March 2024 and which was terminated on 29 January 2025
“Cash Entitlement”	the amount comprising the cash component of the consideration that Dowlais Shareholders will receive pursuant to the Combination from time to time, being 43 pence per Dowlais Share as at the date of this Document
“CADE”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“certificated” or “in certificated form”	a share or other security which is not in uncertificated form (that is, not in CREST)
“China Antitrust Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Clean Team Agreement”	the clean team confidentiality agreement entered into between AAM and Dowlais dated 13 December 2024, as described in paragraph 12 of Part Nine (<i>Additional Information on Dowlais and AAM</i>)
“Closing Price”	the closing price of a Dowlais Share as derived from Bloomberg L.P. on any particular date
“CMA”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“CMA Briefing Paper”	the briefing paper to be submitted to the CMA by AAM in relation to the Combination
“Code”	the City Code on Takeovers and Mergers, issued by the Panel, as amended from time to time

“COFECE”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Combination”	the proposed acquisition by AAM of the entire issued and to be issued ordinary share capital of Dowlais not already owned or controlled by AAM on the terms and subject to the conditions set out in the Rule 2.7 Announcement, to be implemented by way of the Scheme as described in this Document (or should AAM so elect under certain circumstances described in the Rule 2.7 Announcement, by means of an Offer), and where the context requires, any subsequent revision, variation, extension or renewal thereof
“Combined Group”	the combined group following the Combination, comprising the AAM Group and the Dowlais Group
“Commission”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Companies Act”	the Companies Act 2006, as amended from time to time
“Completion”	the Combination becoming Effective in accordance with its terms
“Condition(s)”	the conditions to the Combination and to the implementation of the Scheme set out in Part Three (<i>Conditions to the implementation of Scheme and to the Combination</i>) of this Document
“Court”	the High Court of Justice in England and Wales
“Court Hearing”	the hearing of the Court to sanction the Scheme and, if such hearing is adjourned, reference to commencement of any such hearing shall mean the commencement of the final adjournment thereof
“Court Meeting”	the meeting or meetings of Scheme Shareholders to be convened by the Court pursuant to Part 26 of the Companies Act for the purpose of considering, and if thought fit, approving the Scheme (with or without amendment approved or imposed by the Court and agreed to by AAM and Dowlais) including any adjournment, postponement or reconvention of any such meeting, notice of which is set out on Part Eleven (<i>Notice of Court Meeting</i>) of this Document
“Court Order”	the order of the Court sanctioning the Scheme under section 899 of the Companies Act
“CREST”	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755), including as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018) in respect of which Euroclear is the Operator (as defined in the Regulations)
“CREST Applications Host”	the communication hosting system operated by Euroclear
“CREST Manual”	the CREST manual published by Euroclear, as amended from time to time
“CREST Proxy Instruction”	has the meaning given to it in paragraph 19.5 of Part Two (<i>Explanatory Statement</i>)

“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755) (as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), as amended from time to time (including by means of the Uncertificated Securities (amendment and EU Exit) Regulations 2019 (SI 2019/679))
“CSN Custodian”	Computershare Company Nominees Limited, in its capacity as custodian for the CSN Nominee
“CSN Facility”	the corporate sponsored nominee service provided by the CSN Nominee for Scheme Shareholders who hold their Scheme Shares in certificated form (that is, not in CREST) immediately prior to the Scheme Record Time, operated under the CSN Facility Terms and Conditions
“CSN Facility Statement”	the statement sent to Dowlais Shareholders holding AAM DIs through the CSN Facility
“CSN Facility Terms and Conditions”	the terms and conditions of the CSN Facility as set out in full in Appendix 3 of this document
“CSN Jurisdiction”	Argentina, Botswana, Brazil, Chile, Gibraltar, Guernsey, Guinea, Hong Kong, Indonesia, Isle of Man, Jersey, Mexico, Namibia, Paraguay, Peru, South Africa, South Korea, Switzerland, Taiwan and the UK
“CSN Nominee”	Computershare Investor Services PLC
“CUSIP”	Committee on Uniform Security Identification Procedures
“Dealing Arrangement”	an arrangement of the kind referred to in Note 11(a) in the definition of acting in concert in the Code
“Dealing Disclosure”	an announcement pursuant to Rule 8 of the Code containing details of dealings in relevant securities of a party to the Combination
“Deferred Awards”	has the meaning given in the OSP rules, as amended from time to time
“Deferred Shares”	Dowlais Shares acquired by employees of the Dowlais Group using their annual bonus award in connection with the deferral of their annual bonus
“Deloitte”	Deloitte LLP, the United Kingdom affiliate of Deloitte NSE LLP, a member firm of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee (“ DTTL ”), DTTL and each of its member firms being legally separate and independent entities
“DI Custodian”	Computershare Trust Company, N.A. in its capacity as custodian for the DI Depositary
“DI Depositary”	Computershare Investor Services PLC
“Disclosed”	the information: (a) disclosed by, or on behalf of Dowlais to AAM or AAM’s professional advisers (in their capacity as such in relation to the Combination); (b) in the Annual Report and Financial Statements of Dowlais for the year ended 31 December 2023; (c) in the interim results of Dowlais for the six month period ending on 30 June 2024; (d) in the Announcement; (e) in any other announcement made by Dowlais via a Regulatory Information Service before the date of the Announcement; (f) in the virtual data room operated on

	behalf of Dowlais for the purposes of the Combination (which AAM and/or its advisers were able to access prior to the date of the Announcement); (g) in any filings made by Dowlais with the Registrar of Companies in England; or (h) as otherwise fairly disclosed to AAM (or its officers, employees, agents or advisers in each case in their capacity as such) before the date of the Announcement
“Dividend Record Date”	22 April 2025, being the date at which Dowlais Shareholders must have been on the register to receive the FY24 Final Dividend
“Document” or “Scheme Document”	this document, of which the Scheme forms part, dated 19 June 2025 addressed to Dowlais Shareholders
“Dowlais”	Dowlais Group plc, a public limited company incorporated in England and Wales with registered number 14591224
“Dowlais Directors” or “Dowlais Board”	the directors of Dowlais as at the date of this Document or, where the context so requires, the directors of Dowlais from time to time
“Dowlais Directors’ Remuneration Policy”	the Dowlais directors’ remuneration policy approved by Dowlais Shareholders from time to time
“Dowlais Group”	Dowlais and its subsidiary undertakings from time to time and where the context permits, each of them
“Dowlais Meetings”	the Court Meeting and the General Meeting
“Dowlais Remuneration Committee”	the remuneration committee of the Dowlais
“Dowlais Shareholders”	the holders of Dowlais Shares from time to time
“Dowlais Shares”	the ordinary shares of 1 pence each in the capital of Dowlais
“Dowlais Share Plans”	the PSP and the OSP
“DRS”	the Direct Registration System, a system that allows electronic direct registration of securities in an investor’s name on the books of the transfer agent or issuer, and allows shares to be transferred between a transfer agent and broker electronically
“DTC”	The Depository Trust Company, a wholly-owned subsidiary of The Depository Trust and Clearing Corporation
“DTRs”	the Disclosure Guidance and Transparency Rules of the FCA under FSMA and contained in the FCA’s publication of the same name, as amended from time to time
“EA”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“EBITDA”	earnings before interest, tax, depreciation and amortisation
“eDrive System”	the electric drive unit that is used to power BEVs, FCEVs and (along with an ICE) HEVs
“Effective”	in the context of the Combination: (a) if the Combination is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms; or (b) if the Combination is implemented by way of an Offer, the Offer having

	been declared or having become unconditional in accordance with the requirements of the Code
“Effective Date”	the date on which the Combination becomes Effective
“Election Restricted Jurisdiction”	a Restricted Jurisdiction and any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if a Dowlais Shareholder resident in such jurisdiction is offered the right to make an election under the Mix and Match Facility
“Election Restricted Shareholder”	Restricted Shareholders and Dowlais Shareholders with registered addresses in, or who are resident and/or located in, one or more Election Restricted Jurisdictions
“Election Return Date”	the Business Day immediately following the Court Hearing
“Election Return Time”	1.00 p.m. on the Election Return Date
“EU Antitrust Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“EU FSR”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“EU FSR Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“EUMR”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Euroclear”	Euroclear UK & International Limited, incorporated in England and Wales with registered number 02878738
“Exchange Rate”	the spot reference rate for a transaction between pounds sterling and U.S. Dollars as quoted by the Bank of England on the Business Day immediately preceding the Effective Date (or, if no such rate is quoted on that date, on the preceding date on which such rate is quoted)
“Excluded Shares”	any Dowlais Shares which are: <ul style="list-style-type: none"> (a) beneficially owned by AAM or any other member of the AAM Group at the Scheme Record time; or (b) held by Dowlais as treasury shares (within the meaning of the Companies Act)
“Executive Directors”	has the meaning given to it in paragraph 8.1 of Part Nine (<i>Additional Information on Dowlais and AAM</i>) of this Document
“Financial Conduct Authority” or “FCA”	the UK Financial Conduct Authority or its successor from time to time
“Form of Election”	the form of election for use in connection with the Mix and Match facility
“Forms of Proxy”	either or both (as the context demands) of the BLUE Form of Proxy in relation to the Court Meeting and the YELLOW Form of Proxy in relation to the General Meeting

“French FDI Authority”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“French FDI Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“French FDI Law”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“FSMA”	the Financial Services and Markets Act 2000 (as it may have been, or may from time to time be, amended, modified, re-enacted or replaced)
“FY24 Final Dividend”	has the meaning given in paragraph 3 of Part One (<i>Letter from the Chair</i>) of this Document
“General Meeting”	the general meeting of Dowlais convened by the notice set out in Part Eleven (<i>Notice of Court Meeting</i>) of this Document, including any adjournment thereof
“Germany FDI Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Global OEM”	an OEM that produces light vehicles in more than one country and produces more than 100,000 light vehicles each year
“HMRC”	HM Revenue and Customs
“holder”	a registered holder and includes any person(s) entitled by transmission
“HSR Act”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“IFRS”	UK-endorsed International Financial Reporting Standards
“Investec”	Investec Bank plc
“IRC”	the U.S. Internal Revenue Code of 1986, as amended
“IRS”	the U.S. Internal Revenue Service
“Irrevocable Undertakings”	the irrevocable undertakings given by the Dowlais Directors to vote in favour of the Scheme at the Court Meeting and the resolutions relating to the Combination at the General Meeting, as detailed in paragraph 13 of Part Nine (<i>Additional Information on Dowlais and AAM</i>) of this Document
“ISIN”	International Securities Identification Number
“J.P. Morgan”	J.P. Morgan Securities LLC, together with its affiliate J.P. Morgan Cazenove
“J.P. Morgan Cazenove”	J.P. Morgan Securities plc (which conducts its UK investment banking business as J.P. Morgan Cazenove and which is authorised in the United Kingdom by the Prudential Regulation Authority and regulated in the United Kingdom by the Prudential Regulation Authority and the Financial Conduct Authority)

“Joint Defense Agreement”	the joint defense agreement between AAM and Dowlais dated 6 December 2024 as described in paragraph 12 of Part Nine (<i>Additional Information on Dowlais and AAM</i>) of this Document
“KFTC”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Korea Antitrust Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Last Accounts Date”	31 December 2023
“Latest Practicable Date”	close of business on 17 June 2025, being the latest practicable date before publication of this Document
“light vehicle”	passenger cars and light trucks up to 6 tonnes in weight
“London Stock Exchange”	London Stock Exchange plc or its successor
“Long Stop Date”	29 June 2026 or such later date (if any) as AAM and Dowlais may agree, with the consent of the Panel, and the Court may allow
“Measurement Date”	the Trading Day falling immediately prior to the Scheme Record Date
“Meeting(s)”	each of the Court Meeting and the General Meeting (or both, as the context requires)
“Merger Notice”	a notice to the CMA in the prescribed form as contemplated by Section 96 of the Enterprise Act 2002
“Mexico Antitrust Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“Mix and Match Election”	an election made by a Dowlais Shareholder under the Mix and Match Facility in respect of a Scheme Share
“Mix and Match Facility”	the facility under which Dowlais Shareholders are entitled to elect to vary the proportions in which they receive New AAM Shares and in which they receive cash in respect of their holdings of Dowlais Shares to the extent that other such Dowlais Shareholders make off-setting elections
“Mix and Match FX Rate”	the closing spot rate of exchange for GBP into USD as published by Bloomberg L.P. as at 5 p.m. Eastern Standard Time on the Measurement Date
“MRFTA”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“New AAM Shares”	the new shares of common stock of AAM proposed to be issued to Dowlais Shareholders in connection with the Combination, the DTC book-entry interests representing such shares, or the AAM DIs (as the context requires)
“New AAM Share Entitlement”	the amount comprising the New AAM Share component of the consideration that Dowlais Shareholders will receive pursuant to the Combination from time to time, being 0.0881 New AAM Shares per Dowlais Share as at the date of this document

“New York Stock Exchange” or “NYSE”	the New York Stock Exchange or its successor
“Nominated Person”	has the meaning given to it in each of (<i>Action to be Taken</i>), Part Two (<i>Explanatory Statement</i>), Part Eleven (<i>Notice of Court Meeting</i>) and Part Twelve (<i>Notice of General Meeting</i>) of this Document (as the context requires)
“Non-U.S. Dowlais Shareholders”	Dowlais Shareholders who are not U.S. persons
“Offer”	if (with the consent of the Panel and subject to the terms of the Co-operation Agreement), AAM elects to implement the Combination by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act), the offer to be made by or on behalf of AAM to acquire the entire issued and to be issued ordinary share capital of Dowlais on the terms and subject to the conditions to be set out in the related offer document and, where the context permits, any subsequent revision, variation, extension or renewal of such takeover offer
“Offer Period”	the offer period (as defined in the Code), relating to Dowlais which commenced on 29 January 2025
“Official List”	the official list maintained by the FCA pursuant to Part 6 of FSMA
“Online Tax Process”	the online certification process as set out in the Tax Certification Form
“Opening Position Disclosure”	an announcement containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to an offer if the person concerned has such a position, as defined in Rule 8 of the Code
“OSP”	the Dowlais 2024 Omnibus Share Plan, as amended from time to time
“OSP Performance Awards”	any and all Incentive Awards granted under the OSP which are subject to performance conditions
“OSP Restricted Awards”	any and all Awards granted under the OSP which are not subject to performance conditions
“Overseas Shareholders”	Dowlais Shareholders (or nominees of, or custodians or trustees for Dowlais Shareholders) who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom
“Panel”	the Panel on Takeovers and Mergers
“Paying Agent”	Equiniti Limited
“Permitted Buyback”	the repurchase of Dowlais Shares by Dowlais pursuant to the Buyback Programme
“Powertrain”	the drivetrain and the power source of a light vehicle
“Propshaft”	Propeller shaft, a type of driveshaft used to transfer torque from the front of the vehicle to the rear, or vice versa
“PSP”	the Dowlais 2023 Performance Share Plan, as amended from time to time
“PSP Awards”	any and all Awards, whether subject to performance conditions or not, granted under the PSP

"PRA"	the Prudential Regulation Authority, as defined in FSMA, or any successor regulatory authority
"Quantified Financial Benefits Statement"	has the meaning given in Appendix 1 (<i>Quantified Financial Benefits Statement</i>) of this Document
"Registrar" or "Equiniti"	Equiniti Limited
"Registrar of Companies"	the Registrar of Companies in England and Wales
"Regulations"	the Uncertificated Securities Regulations 2001 (SI 2001/3755)
"Regulatory Information Service"	an information service authorised from time to time by the FCA for the purpose of dissemination regulatory announcements
"Relevant Authority"	any central bank, ministry, governmental, quasigovernmental, supranational (including the European Union), statutory, regulatory or investigative body, authority or tribunal (including any national or supranational antitrust, competition or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, any trade agency, association, institution or professional or environmental body in any jurisdiction
"Relevant OSP Performance Awards Participant"	has the meaning given to it in paragraph 14 of Part Two (<i>Explanatory Statement</i>)
"Relevant OSP Performance Award"	has the meaning given to it in paragraph 14 of Part Two (<i>Explanatory Statement</i>)
"Relevant OSP Restricted Award Participant"	has the meaning given to it in paragraph 14 of Part Two (<i>Explanatory Statement</i>)
"Relevant OSP Restricted Award"	has the meaning given to it in paragraph 14 of Part Two (<i>Explanatory Statement</i>)
"relevant securities"	shall be construed in accordance with the Code
"Resolutions"	the resolutions proposed to be passed at the General Meeting in connection with the implementation of the Scheme
"Restricted Jurisdiction(s)"	any jurisdiction (other than the United Kingdom) where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Combination is sent or made available to Dowlais Shareholders in that jurisdiction
"Restricted Shareholder"	Dowlais Shareholders with registered addresses in, or who are resident and/or located in, one or more Restricted Jurisdictions
"Revised Confidentiality Agreement"	the revised confidentiality agreement dated 14 January 2025 between AAM and Dowlais, as described in paragraph 12 of Part Nine (<i>Additional Information on Dowlais and AAM</i>) of this Document
"Rothschild & Co"	N.M. Rothschild & Sons Limited
"Rule 2.7 Announcement"	the announcement by AAM of a firm intention to make an offer for Dowlais dated 29 January 2025

“Sanction Hearing”	the hearing of the Court at which Dowlais will seek an order sanctioning the Scheme pursuant to Part 26 of the Companies Act
“Scheme” or “Scheme of Arrangement”	the proposed scheme of arrangement under Part 26 of the Companies Act between Dowlais and holders of Scheme Shares, as set out in Part Four (<i>The Scheme of Arrangement</i>) of this Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by AAM and Dowlais
“Scheme Record Time”	6.00 p.m. on the Business Day immediately prior to the Effective Date
“Scheme Shareholders”	the holders of Scheme Shares and a “Scheme Shareholder” shall mean any one of those Scheme Shareholders
“Scheme Shares”	<p>all Dowlais Shares:</p> <ul style="list-style-type: none"> (i) in issue at the date of this Document and which remain in issue at the Scheme Record Time; (ii) (if any) issued after the date of this Document and prior to the Voting Record Time and which remain in issue at the Scheme Record Time; and (iii) (if any) issued at or after the Voting Record Time but before the Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by the Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by the Scheme, and which remain in issue at the Scheme Record Time, <p>but in each case other than the Excluded Shares</p>
“SEC”	the U.S. Securities and Exchange Commission
“Sideshaft”	a type of driveshaft used to transfer torque directly to the wheels of the vehicle which typically features two constant velocity joints
“significant interest”	in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of: (a) the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking; or (b) the relevant partnership interest
“Standard Consideration”	the entitlement to receive 0.0881 New AAM Shares and 43 pence for each Scheme Share (and, where the terms of the Combination allow, any subsequent adjustment thereof) for those Dowlais Shareholders who do not make a Mix and Match Election under the terms of the Combination
“Tax Certification Form”	the form of tax certification for use in connection with the U.S. Deemed Dividend Tax
“TCGA 1992”	has the meaning given to it in paragraph 16 of Part Two (<i>Explanatory Statement</i>) of this Document
“Trading Day”	any day on which trading in AAM Shares generally occurs on the NYSE, other than any day on which trading is disrupted due to one or both of the following: (i) the NYSE fails to open for trading during all or part of its regular trading session or closes prior to its scheduled closing time; or (ii) there is a material disruption in, or a suspension or limitation of, trading on the NYSE, whether in the AAM Shares or in general

“Transfer Agent”	Computershare Trust Company, N.A.
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“UK Antitrust Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“UK Listing Rules”	the listing rules made under FSMA by the FCA (in exercising its primary markets function under Part 6 of FSMA) and contained in the FCA Handbook, as amended from time to time
“UK Market Abuse Regulation”	the Market Abuse Regulation (EU) No 596/2014 as it forms part of the laws of the United Kingdom from time to time
“uncertificated” or “in uncertificated form”	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the Regulations, may be transferred by means of CREST
“U.S.” or “United States”	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
“U.S. Antitrust Condition”	has the meaning given in Condition 3 (<i>Official authorisations and regulatory clearance</i>) of Part Three (<i>Conditions to the implementation of the Scheme and to the Combination</i>)
“U.S. Dowlais Shareholders”	Dowlais Shareholders who are U.S. persons
“U.S. Exchange Act”	the U.S. Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder
“U.S. GAAP”	the accounting principles generally accepted in the U.S.
“U.S. Securities Act”	the U.S. Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder
“Voting Record Time”	6.30 p.m. on the day which is two Business Days prior to the date of the Court Meeting or, if the Court Meeting is adjourned, 6.30 p.m. on the day which is two Business Days before the day of such adjourned meeting
“VWAP”	for any Trading Day, the volume-weighted average price per share of the AAM Shares as reported by Bloomberg L.P. in respect of the period from 9:30 a.m. to 4:00 p.m. New York City time on such Trading Day
“Wider AAM Group”	the AAM Group and associated undertakings and any other body corporate, partnership, joint venture or person in which AAM and all such undertakings (aggregating their interests) have a significant interest
“Wider Dowlais Group”	the Dowlais Group and associated undertakings and any other body corporate, partnership, joint venture or person in which Dowlais and all such undertakings (aggregating their interests) have a significant interest

For the purposes of this Document:

- (A) all references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom;

- (B) all references to “**pounds**”, “**Pounds Sterling**”, “**Sterling**”, “**GBP**”, “**£**”, “**pence**”, “**penny**” and “**p**” are to the lawful currency of the United Kingdom;
- (C) all references to “**Dollars**”, “**U.S. Dollars**”, “**USD**” “**\$**”, “**cents**”, are to the lawful currency of the United States;
- (D) references to the singular include the plural and vice versa; and
- (E) all times referred to are London time unless otherwise stated.

PART ELEVEN

NOTICE OF COURT MEETING

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2025-004022

IN THE MATTER OF DOWLAIS GROUP PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order made in the above matters, the Court has given permission for a meeting (the **"Court Meeting"**) to be convened of the holders of Scheme Shares as at the Voting Record Time (each as defined in the Scheme (defined below)) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 (the **"Act"**) between Dowlais Group plc (the **"Company"**) and the holders of Scheme Shares (the **"Scheme"**) and that such meeting will be held at the offices of Slaughter and May, One Bunhill Row, London, EC1Y 8YY on 22 July 2025 at 11.00 a.m. (London time) at which place and time all holders of Scheme Shares are requested to attend.

Unless the context requires otherwise, any capitalised term used but not defined in this Notice of Court Meeting shall have the meaning given to such term in the Document of which this Notice of Court Meeting forms part.

A copy of the Scheme and a copy of the Explanatory Statement required to be published pursuant to section 897 of the Act are incorporated in the Document of which this Notice of Court Meeting forms part.

Voting on the resolution to approve the Scheme of Arrangement will be by way of poll, which shall be conducted as the Chair of the Court Meeting may determine.

Holders of Scheme Shares may vote in person at the Court Meeting or they may appoint another person, whether a member of the Company or not, as their proxy to attend, speak and vote in their stead at the Court Meeting. A proxy need not be a member of the Company but must attend the meeting. A holder of Scheme Shares may appoint more than one proxy in relation to the Court Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that holder. A BLUE Form of Proxy for use at the Court Meeting is enclosed with this Notice of Court Meeting. Holders of Scheme Shares held through CREST may also appoint a proxy or proxies using CREST by following the instructions set out on pages 16 and 73 of the document of which this Notice of Court Meeting forms part. Completion and return of a BLUE Form of Proxy, the appointment of proxies through CREST, or electronically via www.shareview.co.uk, will not preclude a holder of Scheme Shares from attending and voting in person at the meeting, or any adjournment thereof.

It is requested that BLUE Forms of Proxy (together with any power of attorney or other authority under which they are signed) be returned to the Company's Registrar, Equiniti Limited (**"Equiniti"**), Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA by post, courier or hand (or in accordance with the instructions printed on the BLUE Form of Proxy enclosed with this Notice of Court Meeting) so as to be received by Equiniti not later than 11.00 a.m. on 18 July 2025, or, if the Court Meeting is adjourned, not less than 48 hours before the time of such adjourned meeting (excluding any part of such 48 hours period falling on a weekend or a public holiday in the UK) but, if BLUE Forms of Proxy are not so returned, they may be handed to Equiniti (or scanned and emailed to Equiniti at the following proxyvotes@equiniti.com) or to the Chair of the Court Meeting at the start of the Court Meeting.

As an alternative to appointing a proxy, any Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member, provided that no more than one corporate representative exercises power over the same share. Only one corporate representative is to be counted in determining whether under section 899(1) of the Act a

majority in number of the Scheme Shareholders approved the Scheme. The Chair of the Court Meeting may require a corporate representative to produce to the Company's Registrar, Equiniti, his/her written authority to attend and vote that the Court Meeting at any time before the start of the Court Meeting. The representative shall not be entitled to exercise the powers conferred on them by the Scheme Shareholder until any such demand has been satisfied.

In the case of joint holders of Scheme Shares the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s) and, for this purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding (the first being the most senior).

Entitlement to attend and vote at the Court Meeting and the number of votes which may be cast thereat will be determined by reference to the register of members of the Company at the Voting Record Time, or, if the Court Meeting is adjourned, at 6.30 p.m. on the day which is two Business Days before the day of such adjourned meeting (excluding any part of such 48 hour period falling on a non-working day). In each case, changes to the register of members of the Company after such time shall be disregarded for these purposes.

By the said order, the Court has appointed Simon Mackenzie Smith, or failing him, Liam Butterworth or, failing him, any director of the Company to act as Chair of the Court Meeting and has directed the Chair to report the result of the Court Meeting to the Court.

The said Scheme of Arrangement is subject to the subsequent sanction of the Court.

Dated 19 June 2025

Slaughter and May
One Bunhill Row
London EC1Y 8YY

Solicitors for the Company

Notes:

1. The statement of rights of Scheme Shareholders in relation to the appointment of proxies described in this Notice of Court Meeting does not apply to nominated persons. Such rights can only be exercised by Scheme Shareholders.
2. Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "**nominated person**") may, under an agreement between him/her and the member by whom he/she was nominated have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting. If a nominated person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.

PART TWELVE

NOTICE OF GENERAL MEETING

Dowlais Group plc

(Registered in England and Wales with registered number 14591224)

Notice is hereby given that a general meeting of Dowlais Group plc (the “**Company**”) will be held at 11.15 a.m. on 22 July 2025 at the offices of Slaughter and May, One Bunhill Row, London, EC1Y 8YY (or as soon thereafter as the Court Meeting (as defined in Part Ten (*Definitions*) of the document of which this Notice of General Meeting forms part) concludes or is adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as a special resolution.

Unless the context requires otherwise, any capitalised term used but not defined in this Notice of General Meeting shall have the meaning given to such term in the document of which this Notice of General Meeting forms part.

SPECIAL RESOLUTION

THAT:

- (A) for the purpose of giving effect to the scheme of arrangement dated 19 June 2025 (the “**Scheme**”) between the Company and the holders of the Scheme Shares (as defined in the Scheme), a COPY of which has been produced to this General Meeting and, for the purposes of identification, signed by the Chair of this General Meeting, in its original form or with or subject to any modification, addition or condition approved or imposed by the High Court of Justice in England and Wales (the “**Court**”) and agreed by the Company and American Axle & Manufacturing Holdings, Inc. (“**AAM**”), the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (B) with effect from the passing of this resolution, the Articles of Association of the Company be and are hereby amended by the adoption and inclusion of the following new article 124:

124. Scheme of Arrangement

124.1 In this article 124, references to the “**Scheme**” are to the scheme of arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the Scheme) dated 19 June 2025 with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and AAM and (save as defined in this article) terms defined in the Scheme shall have the same meanings in this article.

124.2 Notwithstanding any other provisions in these articles, or the terms of any resolution, whether ordinary or special, passed by the Company in a general meeting, if the Company issues any shares (other than to AAM, any subsidiary of AAM, any parent undertaking of AAM, or any subsidiary of such parent undertaking, or any nominee(s) of AAM (each an “**AAM Group Company**”)) on or after the date of the adoption of this article 124 and prior to the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original or subsequent holder or holders of such shares shall be bound by the Scheme accordingly.

124.3 Notwithstanding any other provision of these articles, and subject to the Scheme becoming effective, any shares issued to any person or their nominee, or any subsequent holder of shares, at or after the Scheme Record Time (as defined in the Scheme) (other than under the Scheme or to an AAM Group Company or to their nominee(s)) (a “**New Member**”) (each a “**Post-Scheme Share**”) shall be issued on terms that they shall (on the Effective Date (as defined in the Scheme) or, if later, on issue (but subject to the terms of this

paragraph 124.3 and paragraph 124.5)) be immediately transferred to AAM (or such person as it may direct) (the “**Purchaser**”) who shall be obliged to acquire each Post-Scheme Share in consideration of and conditional upon (subject as hereinafter provided) the allotment and issue or transfer to the New Member (or a nominee on behalf of the New Member) of such number of New AAM Shares and such amount in cash (the “**Consideration**”) (and any payment of cash in respect of fractional entitlements) for each Post-Scheme Share equal to the consideration per Scheme Share to which a New Member would have been entitled pursuant to the Scheme had the Post-Scheme Share been a Scheme Share, excluding any right to elect to vary the proportion of share and cash consideration payable, provided that:

124.3.1 if, in respect of any New Member with a registered address in a jurisdiction outside the United Kingdom or whom the Company reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom, the Company is advised that the allotment and/or issue or transfer of New AAM Shares pursuant to this article 124 would or may infringe the laws of such jurisdiction or would or may require the Company and/or AAM to comply with any governmental or other consent or any registration, filing or other formality with which the Company and/or AAM is unable to comply or compliance with which the Company and/or AAM regards as unduly onerous, the Company may, in its sole discretion, determine that such New AAM Shares shall be sold or a cash amount equal to the value of the New AAM Shares shall be paid to the New Member. In the event that the New AAM Shares are to be sold, the Company shall appoint a person to act as attorney or agent for the New Member pursuant to this article 124 and such person shall be authorised on behalf of such New Member to procure that any shares in respect of which the Company has made such determination shall, as soon as practicable following the allotment, issue or transfer of such shares, be sold, including being authorised to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer on behalf of the New Member (whether as a deed or otherwise) in favour of the Purchaser. The net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any value added tax payable on the proceeds of sale), or the cash amount equal to the value of the New AAM Shares, shall be paid to the persons entitled thereto in due proportions as soon as practicable, save that any fractional cash entitlements shall be rounded down to the nearest whole penny; and

124.3.2 any New Member may, prior to the issue or transfer of any Post-Scheme Shares to such New Member pursuant to the exercise of an option or satisfaction of an award under any of the Company’s share plans, give not less than five Business Days’ written notice to the Company in such manner as the board shall prescribe of their intention to transfer some or all of the Post-Scheme Shares to their spouse or civil partner. Any such New Member may, if such notice has been validly given, on such Post-Scheme Shares being issued or transferred to such New Member, immediately transfer to their spouse or civil partner any such Post-Scheme Shares, provided that such Post-Scheme Shares shall then be immediately transferred from that spouse or civil partner to the Purchaser pursuant to this article 124 as if the spouse or civil partner were a New Member. Where a transfer of Post-Scheme Shares to a New Member’s spouse or civil partner takes place in accordance with this article 124, references to the “New Member” in this article shall be taken as referring to the spouse or civil partner of the New Member.

124.4 The New AAM Shares allotted and issued or transferred to a New Member (or nominee) pursuant to paragraph 124.3 of this article 124 shall rank equally in all respects with all other fully paid AAM Shares in issue at that time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment or transfer) and shall be subject to the restated certificate of incorporation of AAM from time to time.

- 124.5 On any reorganisation of, or material alteration to, the share capital of either the Company or AAM (including, without limitation, any subdivision and/or consolidation) effected after the Effective Date, the number of New AAM Shares to be allotted and issued or transferred to a New Member for each Post-Scheme Share pursuant to paragraph 124.3 of this article may be adjusted by the directors in such manner as the auditors of the Company may determine to be fair and reasonable to reflect such reorganisation or material alteration. References in this article 124 to “ordinary shares”, “shares” and/or “New AAM Shares” shall, following such adjustment, be construed accordingly.
- 124.6 No fraction of a New AAM Share shall be allotted, issued or transferred to a New Member (or nominee) pursuant to this article 124. Instead, any holder of shares who would have been entitled to such fractional entitlement shall receive, in lieu of such fractional entitlements, cash in an amount (applying the exchange rate and rounded down to the nearest penny) equal to such fractional entitlement (which such holder of shares would otherwise have been entitled) multiplied by the last reported sale price of AAM Shares on the New York Stock Exchange (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source selected by AAM) on the last Business Day prior to the Effective Date. The reference in this article to “exchange rate” means the spot reference rate for a transaction between pounds sterling and U.S. dollars as quoted by the Bank of England on the last Business Day prior to the Effective Date.
- 124.7 To give effect to any transfer of Post-Scheme Shares, the Company may appoint any person as attorney or agent for the New Member (or any subsequent holder or nominee of such New Member or any such subsequent holder) to transfer the Post-Scheme Shares to the Purchaser and do all such other things and execute and deliver all such documents (whether as a deed or otherwise) as may in the opinion of the attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser and, pending such vesting, to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument or instruction of transfer (whether as a deed or otherwise) on behalf of the New Member in favour of the Purchaser and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register the Purchaser as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member (or any subsequent holder or nominee of such New Member or any such subsequent holder) for the Post-Scheme Shares. AAM shall allot and issue or transfer the New AAM Shares to the New Member (or any subsequent holder or nominee of such New Member or any such subsequent holder) and send a cheque in Pounds Sterling drawn on a UK clearing bank in favour of the New Member (or any subsequent holder or nominee of such New Member or any such subsequent holder) in respect of any fractional entitlements no later than 14 days after the date of the issue or transfer of the Post-Scheme Shares to the New Member unless: (a) the Company, in its sole discretion, determines in accordance with article 124.3.1 in respect of any New Member with a registered address in a jurisdiction outside the United Kingdom or whom the Company reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom that such New AAM Shares shall be sold in which case the New AAM Shares shall be sold and the net proceeds of sale distributed to the persons so entitled in accordance with article 124.3.1; or (b) the Company, in its sole discretion, determines in accordance with article 124.3.1 in respect of any New Member with a registered address in a jurisdiction outside the United Kingdom or whom the Company reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom that a cash amount equal to the value of the New AAM Shares to which the Scheme Shareholder would otherwise have been entitled shall be paid to the New Member (or any subsequent holder or nominee of such New Member or any such subsequent holder), in which case AAM shall send a cheque in Pounds Sterling drawn on a UK clearing bank in favour of the New Member for the consideration for such Post-Scheme Shares and

in respect of any fractional entitlements no later than 14 days after the date of the issue or transfer of the Post-Scheme Shares to the New Member.

124.8 Notwithstanding any other provision of these articles, neither the Company nor the Directors shall register the transfer of any Scheme Shares between the Scheme Record Time and the Effective Date.

124.9 If the Scheme shall not have become effective by the date referred to in clause 10 of the Scheme (or such later date (if any) as AAM and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow, if such consent is required), this article 124 shall be of no effect.

19 June 2025

By Order of the Board

John Nicholson
Company Secretary

Registered Office:

2nd Floor Nova North
11 Bressenden Place
London
SW1E 5BY
No. 14591224

Registered in England and Wales

Notes:

1. In order for the Special Resolution above to be passed, not less than 75 per cent. of the votes cast by those entitled to vote must be in favour in order to pass the resolution as a special resolution.
2. Only those Dowlais Shareholders registered in the Company's register of members as at 6.30 p.m. on the day which is two Business Days prior to the date of the Court Meeting or, if the Court Meeting is adjourned, 6.30 p.m. on the day which is two Business Days before the date of such adjourned meeting (being the Voting Record Time) are entitled to attend and vote at this General Meeting.
3. Dowlais Shareholders are entitled to appoint a proxy to attend, speak and vote on their behalf at the General Meeting. A Dowlais Shareholder may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attaching to a different share or shares held by that Dowlais Shareholder. A proxy need not be a member of the Company, but Dowlais Shareholders are strongly encouraged to appoint the Chair of the General Meeting as their proxy, rather than a named person who may not be able to attend the General Meeting.
4. A proxy may be appointed by any of the following methods:
 - a. completing and returning the enclosed YELLOW Form of Proxy; or
 - b. electronically, by creating an online portfolio using the Registrars' website at www.shareview.co.uk using the Shareholder Reference Number printed on the YELLOW Form of Proxy enclosed. Once you have logged in, simply click 'View' on the 'My Investments' page and then click on the link to vote and follow the on-screen instructions. It is important that you register for a Shareview Portfolio with enough time to complete the registration and authentication processes; or
 - c. Dowlais Shareholders who hold shares through CREST ("**CREST members**") should use the CREST electronic appointment service (see Note 10 below).
5. If two or more valid but differing Forms of Proxy are received in respect of the same Dowlais Share for use at the General Meeting, the one which is last received (regardless of its date or the date of its signature) shall be treated as replacing and revoking the others. If the Company is unable to determine which was received last, none of them shall be treated as valid in respect of that Dowlais Share.
6. To be effective, completed Forms of Proxy and powers of attorney or other authority, if any, under which they are signed (or a notarially certified or office copy of such power or authority) must be returned so as to arrive at the offices of the Registrar not later than 11.15 a.m. on 18 July 2025, or if the General Meeting is adjourned, at least 48 hours before the start of the adjourned meeting (excluding any part of such 48 hour period falling on a weekend or a public holiday in the UK). A member must inform the Registrar in writing of any termination of the authority of a proxy.
7. Any person to whom this Notice of General Meeting is sent who is a person nominated under section 146 of the Companies Act to enjoy information rights (a "**nominated person**") may, under an agreement between them and the Dowlais Shareholder by whom they were 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, under any such agreement, have a right to give instructions to the Dowlais Shareholder as to the exercise of voting rights.
8. The statement of rights of Dowlais Shareholders in relation to the appointment of proxies described in Notes 3 to 6 above does not apply to nominated persons. Such rights can only be exercised by Dowlais Shareholders.

9. Nominated persons are reminded that they should contact the registered holder of their Dowlais Shares (and not the Company) on matters relating to their investments in the Company.
10. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service for the General Meeting or any adjournment(s) thereof may do so by using the procedures described in the CREST Manual (available at <https://my.euroclear.com>). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service providers, who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the CREST Proxy Instruction must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the Registrar (ID RA19) by the latest time for receipt of proxy appointments specified in Note 6 above. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the Registrar 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.

CREST members (and, where applicable, their CREST sponsors or voting service providers) should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timing and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the Dowlais Shareholders who hold shares through CREST to take (or, if the CREST member is a CREST personal member or sponsored shareholder or has appointed a voting service provider, to procure that their CREST sponsor or voting service provider takes) such action as will be necessary to ensure that a CREST Proxy Instruction 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 service providers) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

11. Any corporation which is a Dowlais Shareholder may authorise a person or persons to act as its representative(s) at the General Meeting. In accordance with the provisions of the Companies Act, each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of the Company, provided that they do not do so in relation to the same shares.
12. Any Dowlais Shareholder attending the General Meeting has the right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the General Meeting but no such answer need be given if: (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information, (b) the answer has already been given on a website in the form of an answer to a question, or (c) it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered.
13. Dowlais Shareholders may not use any electronic address provided in either this Notice of General Meeting or any related documents (including the enclosed Form of Proxy) to communicate with the Company for any purposes other than those expressly stated.
14. If you have sold or otherwise transferred all of your Dowlais Shares, please forward this Notice of General Meeting, together with the accompanying Form of Proxy, as soon as possible to the purchaser or transferee or to the other person who arranged the sale or transfer for onward transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws of such jurisdiction.
15. Dowlais Shareholders have the right to request information to enable them to determine that their vote was validly recorded and counted. Dowlais Shareholders that wish to receive this information should contact the Registrar on +44 (0)333 207 6394. Lines are open from 8.30 a.m. to 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales). Alternatively, Dowlais Shareholders can write to the Registrar at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA.

APPENDIX 1

QUANTIFIED FINANCIAL BENEFITS STATEMENT

A copy of the Quantified Financial Benefits Statement is set out below:

The AAM Directors, having reviewed and analysed the potential cost synergies of the Combination, and considering the factors they can influence, are highly confident in the Combined Group's ability to realise approximately \$300 million of annual run rate cost synergies, expected to be substantially achieved by the end of the third year following Completion.

The quantified cost synergies, expected to originate from the cost bases of AAM and Dowlais, are anticipated to be realised primarily from:

- (A) **SG&A** – approximately 30 per cent. across the following sources:
 - (i) Eliminating duplicate public company costs and other costs;
 - (ii) Optimisation of the combined workforce;
 - (iii) Streamlining of engineering, research, and development expenses; and
 - (iv) Elimination of duplicate business and technical offices.
- (B) **Purchasing** – approximately 50 per cent. across the following sources:
 - (i) Leveraging enhanced economies of scale and spend across direct and indirect material suppliers;
 - (ii) Utilising vertical integration capabilities to deliver insourcing initiatives; and
 - (iii) Achieving global freight and logistical savings through increased scale, utilisation and benefits from third-party logistics suppliers.
- (C) **Operations** – approximately 20 per cent. across the following sources:
 - (i) Increasing operating efficiencies through the implementation of a best-of-best operating system; and
 - (ii) Optimising the combined global manufacturing footprint.

The AAM Directors expect that approximately 60 per cent. of the annual run rate cost synergies will be realised by the end of the second year following Completion, and the full run rate cost savings are expected to be substantially achieved by the end of the third year following Completion.

The AAM Directors expect that the one-off costs required to deliver on the synergy plan are approximately equal to one year of full run rate savings.

In addition, the AAM Directors expect an increase in operating working capital of approximately \$13 million required to deliver identified run rate freight and logistics synergies.

The synergy savings stated are net of anticipated dis-synergies (expected to be approximately \$22 million).

The expected synergies will accrue as a direct result of the Combination and would not be achieved on a standalone basis.

These statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to herein may not be achieved, may be achieved later or sooner than estimated, or those actually achieved could be materially different from those estimated. For the purposes of Rule 28 of the Code, the statements of estimated cost savings and synergies contained in this Document are solely the responsibility of AAM and the AAM Directors. Any statement of intention, belief or expectation

for the Combined Group following the Effective Date is also an intention, belief or expectation of the AAM Directors and not of the Dowlais Directors.

These statements are not intended as a profit forecast or profit estimate for any period and should not be interpreted as such. No part of these statements, or this Document generally, should be construed or interpreted to mean that the Combined Group's earnings in the first year following the Effective Date, or in any subsequent period, would necessarily match or be greater than or be less than those of AAM and/or Dowlais for the relevant preceding financial period or any other period.

Appendix 1 to this Document includes a copy of these statements of anticipated cost savings and synergies arising out of the Combination and provides underlying information and bases of belief and calculation.

On 29 January 2025, Deloitte, as reporting accountant to AAM, and J.P. Morgan Cazenove, as financial adviser to AAM, provided the reports relating to the Quantified Financial Benefits Statement under Rule 28.1(a) of the Code. Copies of their reports were included in the Appendix to the Rule 2.7 Announcement. Each of Deloitte and J.P. Morgan Cazenove has confirmed to AAM that, for the purposes of Rule 27.2(d)(ii), their respective reports produced in connection with the Quantified Financial Benefits Statement continue to apply.

The AAM Board believes that the Combined Group should be able to achieve the synergies set out in the Quantified Financial Benefits Statement.

Further information on the bases of belief supporting the Quantified Financial Benefits Statement, including the principal assumptions and sources of information, is set out below.

Basis of calculation of the Quantified Financial Benefits Statement

In preparing the Quantified Financial Benefits Statement, AAM has relied on a combination of publicly available information and information obtained through due diligence. In such circumstances, AAM management has made estimates and assumptions to aid its development of individual synergy initiatives. The assessment and quantification of the potential synergies have, in turn, been informed by AAM management's industry experience and knowledge of the existing businesses, together with consultation with Dowlais management.

The cost bases used as the basis for the Quantified Financial Benefits Statement are a blend of AAM's FY24 forecast financial results and Dowlais' FY24 forecast financial results, supported where relevant by certain information from AAM's and Dowlais' budgeted FY25 cost bases.

An exchange rate of £ to \$1.30 has been used in the compilation of the synergy initiatives.

Cost synergy assumptions were based on (A) a mix (i) detailed, bottom-up evaluation of the benefits resulting from elimination of duplicate activities or (ii) AAM's and Dowlais' synergy attainment experience from other relevant savings programs, (B) the benefits of combined scale economics and (C) operational efficiencies arising from consolidation.

Where appropriate, assumptions were used to estimate the costs of implementing the new structures, systems and processes required to realise the synergies.

In general, the synergy assumptions have been risk-adjusted.

In arriving at the Quantified Financial Benefits Statement, the AAM Directors have made the following assumptions, which are outside the influence of AAM:

- (A) there will be no material change in underlying operations of either business from the Combination;
- (B) there will be no material impact from divestments from Dowlais existing businesses;
- (C) there will be no material change to macroeconomic, political, inflationary, regulatory or legal conditions in the markets or regions in which AAM and Dowlais operate;
- (D) there will be no material change in current foreign exchange rates or interest rates;

- (E) there will be no material change in accounting standards; and
- (F) there will be no change in tax legislation or tax rates or other legislation in the United Kingdom, United States or other countries that could materially impact the ability to achieve any benefits.

In addition, the AAM Directors have made an assumption within the influence of AAM that there will be no material divestments made by AAM.

In addition, the AAM Directors have assumed that the cost synergies are substantively within AAM's control, albeit that certain elements are dependent in part on negotiations with third parties.

Reports

As required by Rule 28.1(a) of the Code, Deloitte, as reporting accountants to AAM, and J.P. Morgan Cazenove, as financial adviser to AAM, have provided the reports required under the Code. Copies of those reports were set out in the Rule 2.7 Announcement.

As required by Rule 27.2(d) of the Code, the AAM Directors confirm that:

- (A) there have been no material changes to the Quantified Financial Benefits Statement since 29 January 2025 and the Quantified Financial Benefits Statement remains valid; and
- (B) each of Deloitte and J.P. Morgan Cazenove has confirmed to AAM that their respective reports produced in connection with the Quantified Financial Benefits Statement continue to apply.

Important Notes

The statements of estimated synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the synergies referred to may not be achieved, or those achieved could be materially different from those estimated.

No statement in the Quantified Financial Benefits Statement should be construed as a profit forecast.

Due to the size of the combination and potential scale of the Combined Group, there may be additional changes to the Combined Group's operations. As a result, and given the fact that the changes relate to the future, the resulting cost synergies may be materially greater or less than those estimated.

In arriving at the estimate of synergies set out in this Announcement, the AAM Board has assumed that there will be no significant impact on the business of the Combined Group.

APPENDIX 2

PROFIT FORECASTS

Part 1: Dowlais Profit Forecasts

On 5 March 2025, Dowlais published its full year 2024 financial results. Included in the results were the following statements, which for the purposes of Rule 28.1(a) of the Code constitute profit forecasts published by Dowlais during an offer period (the “**FY 24 Dowlais Profit Forecasts**”):

“Outlook

As we look ahead, current industry forecasts project a flat GLVP, or a 0.9% decline excluding China. Additionally, industry projections for GLVP excluding China suggests a decline of 3.1% in H1 before rebounding 1.4% in H2.

Consequently, we anticipate Group adjusted revenue to range from flat to a mid-single digit decline in 2025, with an adjusted operating margin between 6.5% and 7.0% in constant currency, as restructuring savings and ongoing performance initiatives are expected to offset the impact of lower volumes, alongside commercial recovering achieved in 2024.”

“As we look ahead, current industry forecasts project a flat GLVP in 2025, or a 0.9% decline excluding China. Additionally, industry projections for GLVP excluding China suggest a decline of 3.1% in H1 before rebounding 1.4% in H2.

Based on these external forecasts and our current order book, we anticipate Group adjusted revenue to range from flat to a mid-single digit decline in 2025, with an adjusted operating margin between 6.5% and 7.0% in constant currency, as restructuring savings and ongoing performance initiatives are expected to offset the impact of lower volumes, alongside commercial recoveries achieved in 2024 [...]

The Group expects to deliver significantly higher adjusted free cash flow during 2026, as global footprint related restructuring initiatives come to an end in 2025

This outlook does not factor in the impact of any potential import tariffs imposed by the United States or any other country.”

On 8 May 2025, Dowlais published its Q1 trading update (the “**Q1 Update**”). Included in the Q1 Update were the following statements which, for the purposes of Rule 28.1(a) of the Code constitute profit forecasts published by Dowlais during an offer period (the “**Q1 Dowlais Profit Forecast**”, and, together with the FY24 Dowlais Profit Forecasts, the “**Dowlais Profit Forecasts**”):

“[Our] full-year performance is now expected to be towards the low end of our guidance range for 2025 of flat to a mid-single digit adjusted revenue decline and an adjusted operating margin of between 6.5% and 7.0% in constant currency [...]

The Group’s adjusted free cash flow is now expected to be lower than the prior year, given the lower volumes and higher restructuring costs”

Confirmations

Pursuant to Note 2(b) to Rule 28.1 of the Code, the Panel granted Dowlais a dispensation from the requirement to include reports from reporting accountants and Dowlais’ financial advisers in relation to the Dowlais Profit Forecasts relating to the 2025 financial year because it was an ordinary course profit forecast and AAM agreed to the dispensation.

Pursuant to Rule 28.2(a) of the Code, the Panel granted Dowlais a dispensation from the requirement to include reports from reporting accountants and Dowlais’ financial advisers in relation to the Dowlais Profit Forecasts relating to the 2026 financial year because the financial year ending 31 December 2026 is more than 15 months from the date that the FY24 Results were published.

In accordance with Rule 28.1(c)(i) of the Code, the Dowlais Directors confirm that the Dowlais Profit Forecasts remain valid as at the date of this Document, and have been properly compiled on the basis of the assumptions set out below and that the basis of the accounting used is consistent with Dowlais' accounting policies, which are in accordance with IFRS.

Basis of preparation and principal assumptions

The Dowlais Profit Forecasts are based upon Dowlais' current internal financial forecasts for the 12-month periods ending 31 December 2025 and 31 December 2026, prepared in accordance with Dowlais' normal forecasting procedures and processes. These procedures take into consideration multiple factors including historical financial performance (including that set out in Dowlais' financial statements for the financial year ended 31 December 2024) (the "2024 Financial Statements"), anticipated changes in Dowlais' operations, sales forecasts and forecasts of customer demand for light vehicles and management judgement. In particular, the Dowlais Profit Forecasts are based upon the most recent global light vehicle production forecasts published by S&P Global on 18 February 2025 and Dowlais' current order book. As stated in the Dowlais Profit Forecasts, they do not reflect any impact of any changes in import tariffs imposed by the United States, or any other country adopted in 2025 or which may be adopted thereafter. The basis of accounting used for the Dowlais Profit Forecasts is consistent with the accounting policies of Dowlais which are in accordance with IFRS and are those applied in preparing the 2024 Financial Statements. The Dowlais Profit Forecasts have been prepared on the basis referred to above and subject to the principal assumptions set out below. The Dowlais Profit Forecasts are inherently uncertain and there can be no guarantee that any of the principal assumptions below will not occur and/or, if they do, their effect on Dowlais' results of operations, financial condition, or financial performance, may be material. The Dowlais Profit Forecasts should therefore be read in this context and construed accordingly. The principal assumptions assumed in the Dowlais Profit Forecasts are: (a) there will be no material change to macroeconomic, political, inflationary, regulatory or legal conditions in the markets or regions in which Dowlais operates, including changes in import or export tariffs; (b) there will be no material change in current interest rates, economic growth, inflation expectations or foreign exchange rates compared with Dowlais' estimates; (c) there will be no material change in accounting standards; (d) there will be no material change in market conditions in relation to customer demand or the competitive environment; (e) there will be no material litigation or regulatory investigations, or material unexpected developments in any existing litigation or regulatory investigation, in relation to any of Dowlais' operations, products or services; (f) there will be no business disruptions that materially affect Dowlais, its customers, operations, supply chain or labour supply, including natural disasters, acts of terrorism, cyber-attack and/or technological issues; (g) there will be no material acquisitions, disposals, distribution partnerships, joint ventures or other commercial agreements, other than those already assumed within the forecast; (h) there will be no material change in the existing operational strategy of Dowlais; (i) there will be no material changes in Dowlais' accounting policies and/or the application thereof; (j) there are no material strategic investments or capital expenditure in addition to those already planned; and (k) there will be no material change in the management of Dowlais.

Part 2: Dowlais Q1 Profit Estimates

On 8 May 2025, Dowlais published the Q1 Update. Included in the Q1 Update were the following statements which constitute profit estimates for the Dowlais Group, and commentary on revenue and margin for both the Automotive and Powder Metallurgy divisions which constitute profit estimates in respect of those divisions (together the “**Dowlais Q1 Profit Estimates**”):

“Adjusted revenue for the period was £1.3 billion, representing a 2.5% year-on-year decline at constant currency.”

“The Group’s adjusted operating margin improved by 80bps year-on-year to 6.6%.”

“Automotive’s adjusted revenue for the period declined by 1.5% year-on-year to £1.0 billion, with adjusted operating margin of 7.1%.”

“Powder Metallurgy’s adjusted revenue declined by 5.7% year-on-year, with adjusted operating margin declining to 8.3%.”

Pursuant to Note 2(b) to Rule 28.1 of the Code, the Panel granted Dowlais a dispensation from the requirement to include reports from reporting accountants and Dowlais’ financial advisers in relation to the Dowlais Q1 Profit Estimates because the profit estimates were ordinary course and AAM agreed to the dispensation.

In accordance with Rule 28.1(c)(i) of the Code, the Dowlais Directors confirm that the Dowlais Q1 Profit Estimates remain valid as at the date of this Document, and have been properly compiled on the basis of the assumptions set out below and that the basis of the accounting used is consistent with Dowlais’ accounting policies, which are in accordance with IFRS.

Basis of preparation and principal assumptions

The Dowlais Q1 Profit Estimates are based on the unaudited condensed interim financial statements of Dowlais for the three months ended 31 March 2025. The basis of accounting used is consistent with the accounting policies of Dowlais which are in accordance with IFRS and are those that Dowlais expects to apply in preparing its Annual Report and Financial Statements for the financial year ending 31 December 2025. Given that the period to which the Dowlais Q1 Profit Estimates relate has been completed, there are no other principal assumptions underpinning the Dowlais Q1 Profit Estimates.

Part 3: AAM FY25 Profit Forecast

On 2 May 2025, AAM reported its first quarter 2025 financial. Included in the results were the following statements, which for the purposes of Rule 28.1(a) of the Code constitute profit forecasts published by AAM during an offer period (the “**AAM FY25 Profit Forecast**”):

“AAM’s full year 2025 financial targets are as follows:

- *AAM is targeting sales in the range of \$5.65 – \$5.95 billion vs. \$5.8 – \$6.05 billion prior.*
- *AAM is targeting Adjusted EBITDA in the range of \$665 – \$745 million vs. \$700 – \$760 million prior.*
- *AAM is targeting Adjusted free cash flow in the range of \$165 – \$215 million vs. \$200 – \$230 million prior; this target assumes capital spending of approximately 5% of sales.*

These targets are based on the following assumptions for 2025:

- *North American light vehicle production of approximately 14.0 – 15.1 million units.*
- *AAM’s production estimates of key programs that we support.*
- *AAM’s outlook assumes the sale of AAM’s commercial vehicle axle business in India is completed by July 1, 2025.*
- *Does not reflect any costs and expenses relating to the announced combination with Dowlais, which will impact actual results. Reflects guidance for AAM on a stand-alone pre-combination basis only.*
- *Substantially all incremental tariff costs are passed on to our customers.”*

Confirmations

Pursuant to Rule 28.1 of the Code, the Panel granted AAM a dispensation from the requirement to include reports from reporting accountants and AAM’s financial advisers in relation to the AAM FY25 Profit Forecast because it was an ordinary course profit forecast and Dowlais agreed to the dispensation.

In accordance with Rule 28.1(c)(i) of the Code, the AAM Directors confirm that the AAM FY25 Profit Forecast remains valid as at the date of this Document, and has been properly compiled on the basis of the assumptions set out below and that the basis of the accounting used is consistent with AAM’s accounting policies.

Basis of preparation

The AAM FY25 Profit Forecast is based on AAM’s current internal forecast for the period up to 31 December 2025, using economic assumptions as at 2 May 2025. The basis of accounting used for the AAM FY25 Profit Forecast is consistent with AAM’s existing accounting policies, which: (i) are in accordance with U.S. GAAP; (ii) were applied in the preparation of the AAM’s financial statements for the year ending 31 December 2024; and (iii) are expected to be applied in the preparation of the AAM’s financial statements for the period up to 31 December 2025.

The AAM FY25 Profit Forecast has been prepared on the basis referred to above and subject to the principal assumptions set out below. The AAM FY25 Profit Forecast is inherently uncertain and there can be no guarantee that any of the factors referred to under “Principal assumptions” below will not occur and/or, if they do, their effect on AAM’s results of operations, financial condition, or financial performance, may be material. The AAM FY25 Profit Forecast should therefore be read in this context and construed accordingly.

Principal assumptions

- a) Factors outside the influence or control of the AAM Directors:
 - i. there will be no material change to macroeconomic, political, inflationary, regulatory or legal conditions in the markets or regions in which AAM operates;

- ii. there will be no material change in current U.S. interest rates, economic growth (GDP), inflation expectations or foreign exchange rates compared with AAM's estimates;
 - iii. there will be no material change in accounting standards;
 - iv. there will be no material change in market conditions in relation to customer demand or the competitive environment;
 - v. there will be no material litigation or regulatory investigations, or material unexpected developments in any existing litigation or regulatory investigation, in relation to any of AAM's operations, products or services; and
 - vi. there will be no business disruptions that materially affect AAM, its customers, operations, supply chain or labour supply, including natural disasters, acts of terrorism, cyberattack and/or technological issues.
- b) Factors within the influence or control of the AAM Directors:
- i. there will be no material acquisitions, disposals, distribution partnerships, joint ventures or other commercial agreements, other than those already assumed within the forecast;
 - ii. there will be no material change in the existing operational strategy of AAM;
 - iii. there will be no material changes in AAM's accounting policies and/or the application thereof;
 - iv. there are no material strategic investments or capital expenditure in addition to those already planned; and
 - v. there will be no material change in the management or control of AAM.

Part 4: AAM FY26/27 Profit Forecast

On 15 May 2025, AAM filed its preliminary proxy statement related to the Combination with the SEC (the “**Preliminary AAM Proxy Statement**”). The Preliminary AAM Proxy Statement contained the following statement, which for the purposes of Rule 28.1(a) of the Code constituted a profit forecast published by AAM during an offer period (the “**AAM FY26/27 Profit Forecast**”):

	<i>Fiscal year ending December 31</i>	
<i>(\$ amounts in millions)</i>	<i>2026E</i>	<i>2027E</i>
Adjusted EBITDA	736	810

Confirmations

In accordance with Rule 28.1(c)(i) of the Code, the AAM Directors confirm that the AAM FY26/27 Profit Forecast remains valid as at the date of this Document, and has been properly compiled on the basis of the assumptions set out below and that the basis of the accounting used is consistent with AAM's accounting policies.

Basis of preparation

AAM prepared the AAM FY26/27 Profit Forecast based on AAM's internal forecasts for the period up to 31 December 2027 which were current as at the date the AAM FY26/27 Profit Forecast was prepared, using economic assumptions as at the date of this Document. The basis of accounting used for the AAM FY26/27 Profit Forecast is consistent with AAM's existing accounting policies, which: (i) are in accordance with U.S. GAAP; (ii) were applied in the preparation of the AAM's financial statements for the year ending 31 December 2024; and (iii) are expected to be applied in the preparation of the AAM's financial statements for the period up to 31 December 2027.

Principal assumptions

- a) Factors outside the influence or control of the directors of the AAM Board:
 - i. there will be no material change in accounting standards;
 - ii. there will be no material litigation or regulatory investigations, or material unexpected developments in any existing litigation or regulatory investigation, in relation to any of AAM's operations, products or services;
 - iii. North American light vehicle production of approximately 15.6 – 15.8 million units per year;
 - iv. production volumes for certain key programs that AAM supports are at levels assumed by AAM based on historical demand and other market data;
 - v. substantially all incremental tariff costs are passed on to customers; and
 - vi. a macroeconomic environment supportive of ability to achieve planned productivity benefits associated with supply chain cost optimization, operational improvements and restructuring actions.
- b) Factors within the influence or control of the directors of the AAM Board:
 - i. there will be no material acquisitions, disposals, distribution partnerships, joint ventures or other commercial agreements, other than those already assumed within the forecast;
 - ii. there will be no material change in the existing operational strategy of AAM;
 - iii. there will be no material changes in AAM's accounting policies and/or the application thereof;
 - iv. there are no material strategic investments or capital expenditure in addition to those already planned; and
 - v. there will be no material change in the management or control of AAM.

APPENDIX 3

CSN FACILITY TERMS AND CONDITIONS

Key information about this Service

CORPORATE SPONSORED NOMINEE ACCOUNT TERMS AND CONDITIONS

1.1 What Service are we providing?

We agree to provide you with access to the American Axle & Manufacturing Holdings, Inc. corporate sponsored nominee account (Service). The type of Security held in the corporate sponsored nominee account for you by our Nominee will be Depositary Interests. We are authorised and regulated by the Financial Conduct Authority. These legally binding terms explain to you the relationship between you and us in relation to the Service.

The price of Securities can go down as well as up and the income from Securities is not guaranteed. You may suffer a loss and receive back less than you originally invested. Remember that past performance is no guide to future performance.

Please read these terms and conditions carefully. If there is anything you do not understand, please contact us or seek independent professional advice. We may change these terms and conditions, if we do so, we will let you know beforehand.

We only make the Service available to people over 18 years old living in one of the Permitted Countries and to companies in one of the Permitted Countries. You may not use this Service unless you live in a Permitted Country or (for companies) you are registered in a Permitted Country. In any event, you may not use this Service in a country where it would be either illegal to do so or that would require us to observe regulatory procedures or legal formalities in addition to those required in England and Wales. The *Permitted Countries* section has further details.

1.2 How much will it cost you to use the Service?

We will not charge you for holding your Securities. The Company is charged an annual administration fee for the provision of the Service. We may charge you a fee for transferring your Securities, or for using some of the services provided under these terms and conditions. If the Company makes a distribution or pays a cash dividend then where we carry out a currency conversion for you, we will charge a fee of up to 1.5% of the distribution or cash dividend. So for example if we converted a cash dividend of £100 into another currency for you, you would be charged £1.50.

If, following your instructions, we transfer your Securities to a central securities depository (CSD), a third party brokerage account or you, we will charge you £20.00. We may deduct our fees directly from your Account before arranging for monies to be sent to you by one of the methods set out in these terms and conditions, or we may request you send us a cheque or make payment to us by another means. You may request an itemised breakdown of total costs and charges. Further information on our charges is available in the *What are our Costs* section.

1.3 Are we providing you with any advice?

We will not provide you with any investment, taxation or legal advice in relation to either the Service or the purchase, sale or transfer of Securities. We will not assess the suitability or appropriateness of any product, service or transaction and we will not recommend or invite you to sell, transfer or hold your Securities. You will not benefit from the protection of the FCA Rules on assessing appropriateness.

It is your responsibility to make sure the Service is right for you and you may wish to seek independent professional advice before using it.

1.4 How do you contact us?

You can contact us by e-mail at web.queries@computershare.co.uk or by post. You can also telephone us on [•]⁴ between 08:30 to 17:30 on Business Days. The *Contacting Each Other* section has further details.

1.5 How do you keep your personal information up to date?

When we contact you we will use the most recent contact details we have for you on our records. Where we make a payment to you it will be to the bank account details we have for you on our records or by cheque that we will send to the most recent address we have for you on our records. You must tell us immediately if you change your contact details or your bank account.

1.6 What happens if you are unhappy with the Service?

We will always aim to provide the Service with reasonable care and skill. If you are not happy with any aspect of the Service, please contact us. The *Complaints and Compensation* section has further information. Please note that we limit our liability to you under these terms and conditions. Further information is contained in the *Limits on our Liability* section.

⁴ The helpline number will be provided when CSN Facility Statements are circulated to relevant Dowlais Shareholders.

List of technical words used in these terms and what they mean

When a word appears in these terms that starts with a capital letter, check to see if it appears in the list of defined terms below for its specific meaning.

“Account”	means the account managed by our Nominee who shall use it to hold Securities on your behalf;
“Business Day”	means any day on which the London Stock Exchange (“LSE”) is open for business;
“Company”	means the company in which we hold Securities on your behalf and any other company it has control of or that is controlled by the same people who also control the company, as the context requires;
“CSD”	means a central securities depository which is a computer-based system enabling securities to be held and transferred electronically. Relevant depositories include CREST in the UK, the Depository Trust Company in the USA, Nominatif Pur in France and Issuer Sponsored Subregister in Australia;
“FCA”	means the UK Financial Conduct Authority;
“FCA Rules”	means the rules, guidance and principles set out in the FCA Handbook;
“Nominee”	means one of our group companies which we may nominate to provide the Service, and whose business shall consist solely of acting as a nominee holder of shares or other securities on behalf of others. This company shall initially be Computershare Company Nominees Limited;
“Security”	<p>means financial instruments issued by the Company which may include:</p> <ul style="list-style-type: none">• stock, or shares which are a unit of share capital;• depository interests or CREST Depository Interests which represent shares and can be held and settled electronically through a CSD; and• debenture, loan note, right, warrant, or any other type of financial instrument. <p>and “Securities” shall mean any one or combination of these.</p>
“us”, “we”, “our” or “Computershare”	means Computershare Investor Services PLC (Company No: 3498808) whose registered address is The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register No. 188534;
“you”	means the person holding an interest in the Security. Where our Nominee holds your Security for more than one person, references to “you” in these terms and conditions are to be treated as references to each joint holder jointly and severally.

Interpretation We have referred to some statutes, regulations or other rules. References to them include references to them as amended or replaced from time to time. Where we have referred to a time of day this means UK time, unless we say otherwise. Where we start a phrase with the words ‘including’ or ‘include’, the phrase is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

How the Service will operate

2. Nominee Arrangements

- 2.1 Our Nominee normally holds your Securities electronically in a relevant CSD. Nothing in these terms varies in any way any of the rights or duties our Nominee has as legal owner in relation to the Company.
- 2.2 Our Nominee will hold your Securities on trust for you which means that they will be the legal owner of the Securities and you will remain the beneficial owner.
- 2.3 You agree that the Company may issue Securities to our Nominee and require our Nominee to hold the Securities. Under these terms neither we nor our Nominee will have any claim over or interest in your Securities other than where we use them as security against a debt you owe to us (subject to FCA Rules), or where we do so under a separate agreement.
- 2.4 You agree that you alone have all interests and rights in the Securities and that you will not pledge or charge the Securities to any third party. Therefore you must not give any other person rights over your Securities, or give them any benefits or rights under these terms. We will not recognise any duty or responsibility to any third party. We will only recognise our responsibilities to you under these terms and conditions. You must tell us immediately if someone is claiming an interest in your Securities or may try to stop you from transferring them.
- 2.5 We will only accept instructions from you in writing or via your online account, and which contain your Shareholder Reference Number ("SRN"). We put this number on all statements we send to you. You must keep the SRN secure and maintain the security of your account at all times. You must use your SRN in all communications you send to us about your Securities. If you lose or fail to quote your SRN we may delay acting upon your instruction. If you ask us we will acknowledge your instructions to transfer by an amended statement of holdings. We will confirm any other instructions by simply following them. We will not write to you to tell you we have done so.

3. Company meetings and communications

- 3.1 Where we are reasonably able to, we will let you know about the Company's annual meetings and other shareholder meetings. We will also send you a form you can give to our Nominee with your voting instructions to vote by proxy, on a poll, or by show of hands. If you want to attend a shareholders' meeting we will appoint you as our proxy in respect of your Securities (as long as this is permitted by the Company's constitutional documents), provided you have sent us the relevant form correctly filled out and on time, with your instructions. We can only offer you these services in so far as they are allowed by the CSD. We will let you know when we are able to offer this service.

4. Entitlements attaching to Securities and corporate actions

- 4.1 In the event of a corporate action (for example a takeover or rights issue) we will treat you as far as reasonably possible as if you were a registered shareholder. Where you want to exercise any rights over your Securities we will follow your reasonable written instructions, provided you instruct us following these terms and conditions and in accordance with any instructions we provide you with at that time. Where a payment is required on your behalf, we will not act on your instructions until you have sent us money to cover that payment.
- 4.2 Where our Nominee holds Securities or other rights in the Securities for other investors, our Nominee will share them among all investors on a pro rata basis. If any fractions in the Securities arise as a result of our Nominee holding the Security for a number of investors then our Nominee will aggregate the fractions and sell them with the sale proceeds shared among all investors on a pro rata basis.
- 4.3 If the Company offers a dividend reinvestment plan, it will be subject to separate terms and conditions which will be provided to you when the dividend reinvestment plan becomes available.
- 4.4 If you choose to take part in any currency election that we offer you, we will convert any distribution or cash dividend payable and attributable to your account with our Nominee into any other available currency. We will pay you this money by cheque or by electronic transfer into your

nominated UK bank account, at about the same time as this happens for other Company shareholders.

- 4.5 We will hold this money in a client money bank account in our name which will be governed by the FCA rules on client money. We will not pay you interest. We will charge you a currency conversion fee every time we convert your cash dividend or distribution into another currency, which we will deduct from your dividend or distribution before sending to you. Refer to the *What are our Costs* section for more information.
- 4.6 We will carry out the currency conversion using a competitive rate based on a wholesale exchange rate. The wholesale rate is a point in time rate that is updated throughout the day subject to the availability of currencies for online trading. It will be derived from a reliable foreign exchange feed such as Reuters or Bloomberg and will also be dependent upon the ability to buy and/or sell currencies and the bulk buying position.
- 4.7 We may combine a number of foreign currency conversion instructions for payments denominated in the same currency, in order to provide a more favourable exchange rate than if each order were carried out separately. We will not accept from you any instruction that the conversion must be carried out at a minimum currency exchange rate.
- 4.8 You agree that the currency exchange rate may vary after you send us your instructions but before we are able to convert the currency, which may reduce the value of the proceeds we send you. We accept no liability for any losses or expenses which you may suffer as a result of any such movement in the currency exchange rate.
- 4.9 The payment of any cash dividends or other distributions from your Securities may attract withholding tax, a tax required to be applied by us on any dividend or other distribution payable to you. We may deduct any withholding tax from the cash dividend or other distribution payable to you, and pay it to the relevant tax authority. We may appoint a "Withholding Agent" to send any withholding tax to the tax authorities for you. We may require you to send us a dividend withholding form or such other information as we require to work out exactly how much withholding tax you owe.

5. Statements

- 5.1 When we open an Account for you we will send you a statement setting out how many Securities you have in the Account. After that we will send you a statement at least quarterly i.e. at regular intervals not less than four times a year for as long as we hold assets or cash for you. You may request statements more frequently, but we may charge you for providing these.
- 5.2 You must check your statements and if anything is wrong or you have any questions about the statement you must contact us straightaway.

6. What are our Costs?

- 6.1 Our fees are set out in the *Key Information* section.
- 6.2 We will not charge you for holding your Securities in the Account and taking care of much of the administration.
- 6.3 We may charge you for other ancillary services provided under these terms and conditions such as providing duplicate tax vouchers, acquisition costs, withdrawal and statutory fees or other charges associated with carrying out your instructions. Our current fees and charges for these other services are available upon request from us.
- 6.4 We may increase our charges and we will notify you in writing at least 20 Business Days in advance of any proposed new charge or before we increase our charges. If we do this, you may withdraw from the Service within the notice period without incurring any penalties. We may increase our charges for any reason, which may include:
 - (a) increases in inflation;
 - (b) changes in interest rates;

- (c) increases in our running costs of the Service;
 - (d) additional charges imposed by parties we work with in connection with the provision of the Service;
 - (e) new services being offered under the Service;
 - (f) alterations in the provision of the Service being provided; and/or
 - (g) tax or legal changes.
- 6.5 All applicable UK Value Added Tax (VAT) on our fees, commissions and charges is payable by you to us. All our fees, commissions and charges are inclusive of any applicable VAT unless specifically stated otherwise. Our dealing and currency conversion fees are exclusive of VAT, but currently no VAT is applicable to these fees. If that situation changes in the future we will charge you VAT without notifying you beforehand.
- 6.6 If you instruct us to transfer any of your Securities you agree to indemnify us and our Nominee against any liabilities or costs we or the Nominee may suffer, because of anything you have done that stops the transfer from completing.
- 7. Purchases and Sales of Securities**
- 7.1 If the Company permits it, you may buy more Company Securities and put them in your Account at any time. There may be other instances where we will permit our Nominee to accept additional Securities into your Account.
- 7.2 If you take part in a dividend reinvestment plan you will have more Securities added to your Account.
- 7.3 You can only buy or sell your Securities through a facility we may provide, which will be subject to its own terms and conditions.

8. How to Exit or Transfer from the Service

Transfer

- 8.1 You may instruct us to arrange for our Nominee to hold your Securities for someone else or to add someone else as a joint holder of the Securities with you. We will only do this if you send us the correct form confirming that this transfer is a gift from you to them. We will not charge you for this transfer.
- 8.2 We may reject any transfer instruction provided using the wrong or incorrectly filled in form. You may not amend or cancel any transfer instruction once you have sent it to us.
- 8.3 We will not accept transfer of Securities into our Nominee unless the Company allows us to do so.
- 8.4 We may choose to reject an instruction to transfer Securities into the Nominee's name (provided we have a reasonable basis to do so, for example, if you owe us money or your transfer request is incompatible with these terms and conditions or our legal and regulatory obligations).

Cancellation Rights

- 8.5 You may cancel participation in the Service up to fourteen calendar days after activation (the Cancellation Period). However, you will lose your cancellation right if you ask us during the Cancellation Period to process any payment to you or sell any of your Securities for you, in accordance with separate dealing terms and conditions.
- 8.6 If you want to cancel your participation in the Service you must tell us before the Cancellation Period ends. We will not charge you any fees when you cancel. After you have cancelled and we have transferred any Securities these terms and conditions will cease to apply to you. If you do not cancel then we will provide the Service in accordance with these terms and conditions.

Withdrawal Rights

- 8.7 You may end this agreement for the Service with us at any time. You will have to pay any fees and taxes associated with withdrawing.

What you need to know about both your Withdrawal and Cancellation Options

- 8.8 When you cancel or decide to withdraw from the Service we will, depending on your instructions and the options available to you as set out in the *Key Information* section, transfer your Securities from the Service to:
- (a) you, so that you may hold a share certificate and be named directly on the Company share register;
 - (b) you, so that you may hold your Securities through a relevant CSD; or
 - (c) a third party stock brokerage account.
- 8.9 You can end the Service by either writing to us, or by using the form we send you. You must give details of the full name and SRN of the account you wish to end and if you wish to end an account in the name of joint holders, then the form must be signed by all joint holders.

9. Our Right to end this Agreement

- 9.1 We may stop you using the Account at any time on five days' notice if:
- (a) we think you are in material breach of these terms and conditions; or
 - (b) we or our Nominee is unable to comply with any obligation we or our Nominee are subject to in relation to your Securities.
- 9.2 If this happens or if the agreement between us and the Company governing the Account ends (in whole or in part) or if you or we choose to end this agreement for the Service or if the Account closes for any other reason then we will, depending on your instructions and the options available, transfer your Securities from the Account to either:
- (a) you, so that you may hold a share certificate and be named directly on the Company share register;
 - (b) you, so that you may hold your Securities through a relevant CSD; or
 - (c) a third party stock brokerage account.
- 9.3 Even if we end this Service for any of the reasons set out above we will still honour any instructions which you have already sent to us, subject to these terms and conditions. When this Service ends for whatever reasons yours and our rights and responsibilities to each other that continue afterwards, in relation to the Service, shall still be governed by these terms and conditions.
- 9.4 Whenever we transfer Securities into your name on the Company share register, the Company may apply any mandates or other instructions given by you under the Service to your registered holding.
- 9.5 You agree to appoint us to be your agent for the purpose of issuing any instructions to the relevant CSD to give effect to the transfers referred to in these terms and conditions.

10. Joint holders

- 10.1 We will send all notices and other documents under these terms and conditions to the first named holder on the nominee register, which will then be treated as sent to all of the other joint holders. The first named joint holder who receives the notices or other documents agrees to notify the other joint holders. Only one joint holder may be nominated as proxy to attend, speak and vote at meetings of the Company's shareholders (where that proxy facility is made available by the CSD and where it is possible under the Company's constitutional documents).

10.2 Each joint holder therefore agrees that:

- (a) we and our Nominee are liable to the joint holders taken together and not separately; and
- (b) the joint holders are liable to us and the Nominee together and not separately.

10.3 We will only accept transfer instructions given by or on behalf of all of the joint holders, but we may accept other instructions signed by one or more joint holders which means the joint holder(s) giving the instructions warrant(s) to us that they have the necessary authority to act on behalf of all joint holders. We will only hold Securities for up to four joint holders.

10.4 Where we receive transfer instructions from a corporate holder, we will assume the signatory has the necessary authority to act on behalf of the corporate holder.

General information

1. Limits on our liability

- 1.1 We and our Nominee will provide the Service with reasonable care and skill.
- 1.2 We are not liable for losses unless they are foreseeable by each of us at the time we enter into an agreement governed by these terms and conditions and are caused by our or our Nominee's breach of these terms and conditions, negligence, wilful default or fraud.
- 1.3 We are not liable for losses or expenses suffered by you that are caused by:
 - (a) your failure to obey the law;
 - (b) third parties (which for this purpose includes banks, custodians the Nominee and CSDs but otherwise excludes our own sub-contractors) subject to the provisions of these terms and conditions;
 - (c) documents getting lost or delayed in the post;
 - (d) delays over the internet before your communication reaches the Computershare website;
 - (e) your online communication being intercepted or hacked before it reaches the Computershare website;
 - (f) any planned maintenance that we have to carry out which will normally take place outside Business Hours;
 - (g) fraudulent instructions;
 - (h) us acting on your instructions; and/or
 - (i) unclear instructions.
- 1.4 We are not liable for any indirect losses or consequential loss of any kind and in any event we are not liable for:
 - (a) loss of opportunity (including investment opportunity);
 - (b) loss of potential future income, revenue, or increase in value;
 - (c) loss of income including interest;
 - (d) loss of goodwill;
 - (e) loss of anticipated savings; or
 - (f) any wasted time,whether they amount to direct or indirect loss.
- 1.5 Nothing in these terms and conditions excludes or limits in any way our liability for:
 - (a) death or personal injury caused by our negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.
- 1.6 We shall not be responsible for delays or failure to perform the Service due to circumstances beyond our reasonable control which may include for example market conditions, halts on trading in a market, power failures or natural disasters. Where we do suffer such delays we will try to resume the Service as soon as reasonably possible.
- 1.7 You accept responsibility for all instructions you send to us or arrange to be sent to us on your behalf.

2. Contacting Each Other

- 2.1 When you write to us you must send all correspondence to:

Computershare Investor Services PLC,
The Pavilions, Bridgwater Road,
Bristol BS99 6ZZ

and include the full name and SRN of your Account.

- 2.2 When we send documents by post to you we will treat them as delivered two Business Days after we have sent them if you live in the UK, or five Business Days after if you live outside the UK. Where we send documents by courier, we will treat them as received by you on delivery.
- 2.3 If we send you an email or communicate with you via the Computershare website we shall regard the communications as being delivered instantly.
- 2.4 We will not accept any instructions from you by fax, email or photocopied forms.
- 2.5 Ours and your obligations under these terms and conditions shall be binding on us and you and your successors, executors, administrators and other legal representatives.
- 2.6 Where we are reasonably satisfied someone has proved they are authorised to act on your behalf in relation to your Securities, we will be entitled to rely and act upon any instructions they give us on your behalf as if they came from you. We will only act on an instruction sent under a power of attorney if you send the original power of attorney or a copy certified by a solicitor or notary public to us by post, which will be inspected and returned to you.
- 2.7 We provide these terms and conditions in English and we will only communicate with you in English when providing the Service.

3. General

- 3.1 These terms and conditions and the Service are governed by the laws of England. You agree that any claim under these terms must be brought before an English court.
- 3.2 You agree under these terms and conditions that your Securities and your rights and interests in your Securities are provided to us as security. You will indemnify us against any losses and expenses we suffer because:
- (a) you fail to give us sufficient funds to carry out your instructions;
 - (b) you are in breach of these terms and conditions; or
 - (c) we have had to pay taxes on your behalf arising out of your use of the Service.
- 3.3 Where we owe you money and you owe us money under the Service, we will deduct the monies you owe us from the monies we owe you, and only send you the net amount (if any).
- 3.4 We will round down any money payable to you to the nearest penny and keep the difference for our own benefit.
- 3.5 Unless we waive any of our rights in writing you cannot take any conduct or delay on our part to mean we have given up those rights.
- 3.6 We reserve the right to reject instructions from you. We may do this if we think we need to:
- (a) obtain further information from you;
 - (b) comply with any legal requirements (for example: obtaining evidence of identity to comply with anti-money laundering regulations);
 - (c) investigate any other issues we may have with your instructions;
 - (d) check that you are not breaching money laundering legislation; and/or
 - (e) carry out a credit check against you.

Where you fail to provide us with the evidence we need we may stop holding Securities and/or stop making payments to you. We may also notify the relevant authorities. We will notify you in writing as soon as possible if we decide not to accept an instruction from you. By agreeing to use this Service, you give us permission to check your identity using electronic identity checking services where necessary.

- 3.7 Neither we nor our Nominee will lend your Securities to any third party or borrow money using them as security.
- 3.8 When we arrange for the sale of Securities for you we could be:
- (a) acting for an associated company which is dealing as principal for its own account by buying Securities from you;
 - (b) buying Securities where an associated company is involved in a new issue, rights issue, takeover or similar transaction concerning the Company Security; or
 - (c) otherwise in a position where we have a material interest in the transaction.
- 3.9 Conflicts of interest which may be detrimental to you may arise between us, our agents, our other corporate clients, our employees and those who use the Service. We will make every effort to identify and prevent such conflicts. Where this is not possible, we will manage and mitigate the conflicts. Where we cannot prevent, manage or mitigate such conflicts we will disclose details to you. You may obtain a copy of our Conflicts of Interest Policy, which we update regularly, on our website or you may request a copy by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom.
- 3.10 In performing the Service we may on occasion employ agents to carry out certain activities. Before doing so we will satisfy ourselves that they are able to do the job we are asking them to do.
- 3.11 The Service (and as a result all or some client money and assets) may at any time be moved to another provider. You will be notified in advance of when this will occur (the transfer date). The new provider may notify you of any changes to the scope of the Service and details of their terms and conditions as well as any associated information such as changes of address and banking details. Rights you may have against us which relate to the period before the transfer date will not be affected, but we and the Nominee shall have no liability to you in respect of the period after the transfer date.
- 3.12 We may at any time move all or part of our business (and as a result all or some client money and assets) to another provider, including for example as part of a restructure or amalgamation. The new provider will assume our rights and obligations under these terms and conditions and we will notify you in advance of when this will occur (the transfer date). This notice will include details of any changes to the Service and to these terms and conditions necessary because of the transfer, for example changes of address and banking details. Rights you may have against us which relate to the period before the transfer date will not be affected, but we and the Nominee shall have no liability to you in respect of the period after the transfer date.

Subject to the contents of the notice referred to above, from the transfer date:

- (a) these terms and conditions will be treated for all purposes as being entered into by you and the new provider rather than us;
 - (b) references to us will be read as references to the new provider and references to the Nominee will be read as references to the new provider or its new nominee; and
 - (c) we and the Nominee will be released and discharged from all of our obligations under these terms and conditions.
- 3.13 In these circumstances, we will satisfy ourselves that the new provider will hold monies in accordance with the FCA Rules on client money or if not, we will exercise due skill, care and diligence in assessing whether the new provider will apply adequate equivalent measures to protect your client money. You agree that from the transfer date we will no longer hold your

money in a client money bank account and we will no longer treat it as client money under the FCA Rules.

- 3.14 In offering the Service we will treat you as a “retail client”. As a retail client you are protected by the FCA Rules and you may be eligible for compensation under the FSCS, as described further in the *Complaints and Compensation* section.
- 3.15 Only you or we have any right to enforce these terms and no third party has right to enforce any of the terms by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 3.16 We will not do anything which we think would or might 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.
- 3.17 We will notify you when we change these terms and conditions and if we make any changes that are to your material disadvantage, we will give you not less than twenty Business Days’ notice before such change becomes effective, and you will be able to withdraw from the Service without suffering any penalty during this period of twenty Business Days if you disagree with the change.
- 3.18 We may change these terms and conditions without telling you beforehand if we need to change them because the law or regulation changes.

4. Client Money and Assets

- 4.1 When we provide you with the Service you agree that we can hold your money in a UK bank chosen by us. The money will be held in a separate pooled client money bank account together with other clients’ monies but separate from our money. You will still have the same rights to your money. The account will be governed by the FCA Rules on client money. All money belonging to clients will be held on trust for the sole benefit of clients. We will not pay interest on monies we hold for you.
- 4.2 Assets will be segregated and held with assets of other customers of our nominee services. You agree that by pooling your Securities with those of other shareholders you retain all rights you have as the legal owner of your assets, but that your entitlement will not be identifiable by separate share certificates or other physical or electronic records of title.
- 4.3 We will not be responsible for anything a UK bank or any sub-custodian in relation to the assets, does or fails to do with your money or assets.
- 4.4 Under the FCA Rules, if we, a bank or any sub-custodian becomes insolvent and cannot repay all the money or assets owed to clients this could result in a shortfall. In that case, we will treat money or assets as pooled, which means that any shortfall will be shared equally and proportionally with other shareholders of the Company and other customers of ours who are affected by the shortfall. You may not recover all of your money or assets. In this situation, you may be eligible to claim under the Financial Services Compensation Scheme (FSCS). For more information, please see the *Complaints and Compensation* section.
- 4.5 Sometimes, in exceptional circumstances we may hold your money or assets in a bank or sub-custodian based outside of the UK. If we do so, we will take all reasonable steps to protect your money or assets in line with local laws, which may be different from the laws in the UK, and your rights in the event of insolvency of the bank or sub-custodian may be reduced.
- 4.6 If you hold client money with us and there has been no movement in your balance for at least six years, other than charges we may have levied, we may remove this money from the client money bank account and donate it to a registered charity of our choice. You may later claim this sum of money back from us, but you will not be entitled to claim any interest on it. We will let you know at least 28 days before we do this by writing to you at the last email or postal address we have for you. Where the amount is no more than £25 (or equivalent) and you fail to claim it before the 28 day notice period expires, we will donate the money without attempting to contact to you again. If the amount is more than £25 (or equivalent), after the 28 day notice period expires, we will make at least one further attempt to contact you using other means, before donating the money to charity.

- 4.7 If we have not received any instructions from you for at least twelve years, we may sell assets we hold for you at market value if the law and applicable regulations allow it. You may later claim from us a sum equal to the value of the proceeds at the time your assets were sold. You will not be entitled to claim any interest on this sum. We will let you know at least 28 days before we do this by writing to you at the last email or postal address we have for you. If we have not heard from you within the 28 days' notice period, we will make at least one further attempt to contact you using other means. After a further 28 day period, we will donate the assets or proceeds to a registered charity of our choice.

5. Permitted Countries

- 5.1 The Permitted Countries list may be updated from time to time with the current list displayed on our website. If you are resident in another territory you will be excluded from the Service. If you are unsure of your status please call us.

6. Data Protection

- 6.1 In order to provide the Service to you we need to use your personal information. We may also transfer your personal information to other countries which have different data protection laws. We will only do this if we are satisfied that there are adequate safeguards in place to protect your personal information.
- 6.2 For full details about how we use and share your personal information please see our Privacy Policy, which is available on our website. The Privacy Policy also explains your rights in relation to your personal information and how you can exercise them.

7. Complaints and Compensation

- 7.1 If you are dissatisfied with the Service we have provided you or wish to receive a copy of our complaints procedure please write to us or find a copy of our complaints procedure on the Computershare website. If we cannot resolve your complaint, you may refer it to the Financial Ombudsman Service, Telephone: +44 (0)800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at www.financial-ombudsman.org.uk.
- 7.2 Under the FSCS you may be entitled to compensation if we cannot meet our financial obligations. You may be covered for up to 100% of the first £85,000 (or equivalent) of your investments (i.e. a maximum of £85,000 per person). Where we hold your money in a client bank account and the relevant UK approved bank becomes insolvent, you may be covered under the FSCS for up to £85,000 of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. Where we are required to hold your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of your rights under the FSCS can be found here: www.fscs.org.uk.

Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority, Registered Office: 12 Endeavour Square London E20 1JN. Computershare Investor Services PLC is on the Financial Conduct 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.

