

Dated 1st January

2014⁵

**DEED OF AMENDMENT
in relation to the
AVON RUBBER RETIREMENT AND
DEATH BENEFITS PLAN**

Avon Rubber p.l.c. (1)

and

Avon Rubber Pension Trust Limited (2)

THIS DEED is made on

1st January

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BETWEEN:

- (1) **Avon Rubber p.l.c.** (Company number 00032965) whose registered office is at Hampton Park West, Melksham, Wiltshire SN12 6NB (the "**Principal Employer**"); and
- (2) **Avon Rubber Pension Trust Limited** (Company number 01473599) whose registered office is at Hampton Park West, Melksham, Wiltshire SN12 6NB (the "**Trustee**").

Background:

- 1 This deed is supplemental to:
 - 1.1 the rules dated 30 September 2009 (the "**Rules**") made between the Principal Employer (1) and the Trustee (2) by which the Avon Rubber Retirement and Death Benefits Plan (the "**Plan**") is currently governed; and
 - 1.2 all other deeds and documents supplemental thereto.
- 2 The Principal Employer and the Trustee are respectively the present principal employer and the present trustee of the Plan.
- 3 By Rule 88 of the Rules the power to alter or add to or replace the Rules is vested in the Trustee, with the written consent of the Principal Employer.
- 4 The Principal Employer and the Trustee wish to amend the Rules to widen the class of beneficiaries that a discretionary death benefit lump sum can be paid to under the Plan (the "**Amendment**").
- 5 The legal advisors to the Trustee have confirmed that the Amendment does not infringe the subsisting rights of those entitled or prospectively or contingently entitled to benefits under the Plan under section 67 of the Pensions Act 1995.

Operative provisions:

- 1 The Principal Employer and Trustee hereby in exercise of the power conferred on them by Rule 88 of the Rules amend the Rules in the way set out in the schedule to this deed with effect on and from the date of this deed.
- 2 This deed may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, which shall be sufficiently evidenced by any one of such original counterparts. This deed shall not be effective until each party has executed at least one counterpart.

Schedule

The Rules are hereby amended as follows:

- 1 **By inserting the following in Rule 21.1 after the words "Rule 18 (Death in Pensionable Service)":**

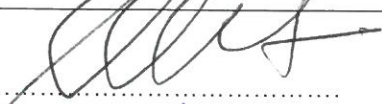
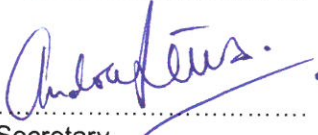
", and in relation to deaths that took place on and after 1 January 2015, Rule 19 (Death after Pension Starts) and Rule 20 (Death of a Member with Preserved Benefits),"



- 2 **By inserting the following at the start of Rule 21.5:**

"In relation to deaths that took place before 1 January 2015, "

End of Schedule

IN WITNESS whereof this deed has been executed the day and year first above written.

Executed as a deed by AVON RUBBER p.l.c. acting by	 Director  Director OR Secretary
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Executed as a deed by AVON RUBBER PENSION TRUST LIMITED acting by	 DMT Director  Director OR Secretary
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