

DATED 30 APRIL 2018 2017

BRUSH SCHEME TRUSTEES LIMITED (1)

and

BRUSH ELECTRICAL MACHINES LIMITED (2)

DEED OF AMENDMENT
in relation to The Brush Group (2013) Pension
Scheme

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Reference HM5/SW7/BRU.107-1

014-3745-1963/4/EUROPE

PARTIES

- (1) **BRUSH SCHEME TRUSTEES LIMITED** (Company Number 08465938) whose registered office is at 11th Floor The Colmore Building, 20 Colmore Circus Queensway, Birmingham, B4 6AT (the "Trustee"); and
- (2) **BRUSH ELECTRICAL MACHINES LIMITED** (Company Number 00111849) whose registered office is at 11th Floor The Colmore Building, 20 Colmore Circus Queensway, Birmingham, B4 6AT (the "Principal Employer").

INTRODUCTION

- A This deed is supplemental to the Scheme Documents by which the Scheme is constituted and established.
- B The Trustee and the Principal Employer are respectively the present trustee and principal employer of the Scheme. The Principal Employer is currently the sole participating employer in the Scheme.
- C Clause 19.1 of the Definitive Deed and Rules permits the Trustee, with the consent of the Principal Employer, at any time to amend, extend, revoke or replace all or any of the provisions of the Definitive Deed and Rules, subject to the restrictions set out in clause 19.5 of the Definitive Deed and Rules. Any such changes are to be made by deed executed by both the Principal Employer and the Trustee and will take effect from the date specified in that deed and may be introduced on a retrospective basis.
- D The Trustee now wishes to amend the Scheme to confirm the benefits payable on the death of a Member of the Scheme so that a surviving same-sex spouse and a surviving civil partner are treated in a similar manner to a surviving opposite sex spouse, to the extent required by law.
- E The Trustee is satisfied that the modifications and amendments being made by this deed are not regulated modifications for the purposes of section 67 of the Pensions Act 1995.
- F The parties are satisfied that the amendments set out in clause 2 of this deed do not infringe the requirements of Section 37 of the Pensions Schemes Act 1993 or Regulations 17 and 20 of the Contracting-out Regulations 2015.

THIS DEED WITNESSES THAT:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The following words which begin with capital letters in this deed have the precise meanings set out below.

"Contracting-out Regulations 2015" means the Occupational Pension Schemes (Schemes that were Contracted-out) (No. 2) Regulations 2015.

"Definitive Deed and Rules" means the definitive deed dated 4 April 2013 made between (1) the Principal Employer; and (2) FKI Scheme Trustees Limited, together with the rules and schedules attached to it, as amended from time to time (principally

by a deed of amendment dated 27 June 2013 and by a deed of amendment dated 7 July 2015).

"Effective Date" means the date of this deed.

"Scheme" means The Brush Group (2013) Pension Scheme.

"Scheme Documents" means the Definitive Deed and Rules by which the Scheme was established and any other documents which relate to or govern the operation of the Scheme, as amended from time to time.

- 1.2 The introduction to and headings used in this deed have been inserted for ease of reference only. They do not affect its interpretation.
- 1.3 Unless the context requires otherwise, words in the singular include the plural and vice versa; words in the masculine gender include the feminine and vice versa.
- 1.4 Defined terms used in this deed but not defined under clause 1.1 above or elsewhere in this deed are as defined in the Definitive Deed and Rules.
- 1.5 Phrases introduced by the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the generality of the words preceding or following those terms.

2 **AMENDMENT**

2.1 With effect on and from the Effective Date, the Trustee, in exercise of its powers under Clause 19.1 of the Definitive Deed and Rules **HEREBY AMENDS** the Definitive Deed and Rules:

- (a) by deleting the last sentence of the definition of "Spouse" in Schedule 2 (definitions) to the Definitive Deed and Rules and replacing it with the following:

"To the extent required by law from time to time, the term "Spouse" shall also include a spouse who is the same-sex as a Member and a civil partner in a registered civil partnership under the Civil Partnership Act 2004."

- (b) by deleting the definition of "Surviving Spouse" in Schedule 2 (definitions) to the Definitive Deed and Rules in its entirety and replacing it with the following new definition:

"Surviving Spouse"

The person married to a Member or Pensioner at the date of his death. To the extent required by law from time to time, the term "Surviving Spouse" shall also include a person of the same-sex married to, or in a registered civil partnership with, a Member or Pensioner at the date of his death."

- (c) to the extent necessary to comply with legal requirements applicable from time to time to same-sex spouses or civil partners relating to the provision of contracted out benefits from the Scheme.

2.2 The Principal Employer confirms its consent to the amendments to the Definitive Deed and Rules made by this clause 2 as evidenced by its execution of this deed.

3 GENERAL

- 3.1 In the event of any uncertainty as to the operation of the Scheme in accordance with the provisions of this deed, the Trustee shall, after consulting the Principal Employer, have sole power to determine the matter conclusively.
- 3.2 If all or any part of a provision of this deed shall be found to be void or otherwise invalid or unenforceable (whether by reason of section 67 of the Pensions Act 1995 or otherwise) this shall not affect the legality, validity or enforceability of the remainder of that provision or the remainder of this deed. Furthermore, if any modification made by this deed is declared void under section 67 of the Pensions Act 1995 because it has a particular effective date but would not be void if it had a different effective date, it will have effect from the earliest date from which the amendment would not be voidable under that section.
- 3.3 This deed may be signed in any number of counterparts provided that where a party is a corporate entity, all of the signatories on behalf of that corporate entity shall sign the same counterpart. The counterparts, taken together, shall constitute one and the same instrument.
- 3.4 This deed may be executed and delivered by e-mail and facsimile copies showing the signatures of the parties hereto, and those signatures need not be affixed to the same copy although all the signatories for each corporate entity shall sign the same copy. The e-mail and facsimile copies showing the e-mail and facsimile signatures of the parties will constitute originally signed copies of the same deed requiring no further execution.
- 3.5 To the extent that any of the provisions in this deed are inconsistent with the terms of the Definitive Deed and Rules, the provisions of this deed shall prevail.
- 3.6 This deed and performance under it shall be governed and construed in accordance with the laws of England and Wales. The parties agree to submit to the jurisdiction of the English courts.

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed.

EXECUTED and delivered when dated)
as a deed by **BRUSH SCHEME**)
TRUSTEES LIMITED acting by a)
director and a director or its secretary)

EXECUTED and delivered when dated)
as a deed by **BRUSH ELECTRICAL**)
MACHINES LIMITED acting by a)
director and a director or its secretary)