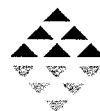
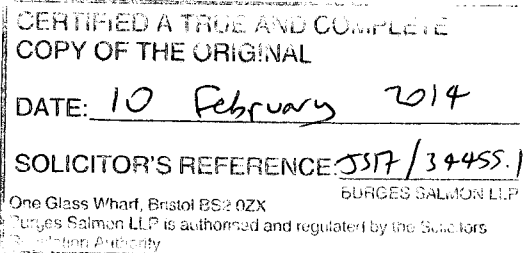


**DEED OF AMENDMENT
in relation to the
AVON RUBBER RETIREMENT AND
DEATH BENEFITS PLAN**

Avon Rubber p.l.c. (1)

and

Avon Rubber Pension Trust Limited (2)



THIS DEED is made on

7 February

2014

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**").

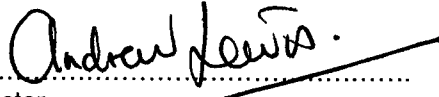
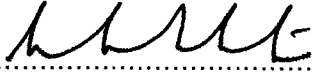
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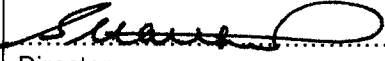
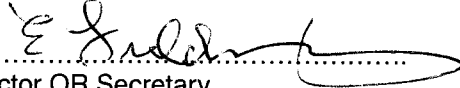
- 1 This deed is supplemental to:
 - 1.1 the rules dated 30 September 2009 (the "**Rules**") made between the Principal Employer (1) and the Trustee (2) by which the Avon Rubber Retirement and Death Benefits Plan (the "**Plan**") is currently governed; and
 - 1.2 all other deeds and documents supplemental 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 ensure that the Plan's provisions enable the Principal Employer to comply with its duties under the Pensions Act 2008 (the "**PA 2008**") in respect of the active members employed by it (for whom the Plan is intended to be a "qualifying scheme" for the purposes of the PA 2008).
- 5 The Principal Employer and the Trustee also wish to amend the Rules to facilitate a salary sacrifice scheme. It is the intention of the Principal Employer and the Trustee that benefits of Members will continue to be referable to their pre-sacrifice pay.

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 schedules to this deed with effect on and from:
 - 1.1 1 April 2014 in relation to the amendments set out in Schedule 1; and
 - 1.2 1 May 2014 in relation to the amendments set out in Schedule 2.
- 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.

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	 Director  Director OR Secretary
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Schedule 1

The Rules are hereby amended as follows:

1 ***By deleting Rules 7.2 and 7.3 and replacing them with the following:***

"7.2 Except in the case of parental leave and any other kind of family leave (items (f) and (g)), benefits for the period shall be based on the pay that the Member would have received if he had been working normally. The Member's contributions (or, in the case of a Salary Sacrifice Member, the contributions made by an Employer on his behalf) shall be based on the pay (if any) he actually receives, but the Employer's contributions shall be based on the pay that the Member would have been receiving if he had been at work (including contributions made by an employer on the Member's behalf where a Member is participating in the Salary Sacrifice Arrangement).

7.3 In the case of parental leave and any other kind of family leave (items (f) and (g)), both benefits and the Member's contributions (or, in the case of a Salary Sacrifice Member, the contributions made by an Employer on his behalf) shall be based on the pay (if any) he actually receives."

2 ***By adding the following to the beginning of Rule 9.1:***

"9.1 This Rule 9 shall apply to all Active Members except at any time when they are Salary Sacrifice Members, at which time Rule 9A shall apply."

3 ***By adding a new Rule 9A as follows:***

"9A SALARY SACRIFICE

9A.1 This Rule 9A shall apply to a Salary Sacrifice Member whilst he participates in the Salary Sacrifice Arrangement.

9A.2 The Principal Employer shall promptly notify the Trustee in writing (unless the Trustee waives the requirement for notification to be in writing) of the terms and conditions (including revised terms and conditions) of the Member's participation in the Salary Sacrifice Arrangement but only to the extent that those terms and conditions affect the Plan.

9A.3 If a Member participates in the Salary Sacrifice Arrangement:

(a) the Member shall not be liable to pay any contributions under Rule 9; and

(b) the Employer shall pay to the Plan the same amount as would have been payable by a Salary Sacrifice Member under Rule 9, which shall be payable at the same time as would have applied under Rule 9.3 if the Member had not been participating in the Salary Sacrifice Arrangement.

9A.4 The benefits under the Plan in respect of a Salary Sacrifice Member shall be calculated by reference to the Pensionable Salary that would have applied had he elected to opt out of the Salary Sacrifice Arrangement. The Principal Employer shall determine the amount of the earnings that would have been included in the Salary Sacrifice Member's Pensionable Salary if he had not entered into the Salary Sacrifice Arrangement and the Trustee shall be entitled to rely on the accuracy of any amount notified to it by the Principal Employer without making further enquiry."

4 ***By deleting Rule 11.3 and replacing it as follows:***

"11.3 Each Employer must contribute to the Plan in respect of Members of the Defined Contribution Section in accordance with the contribution rates as notified to Members of the Defined Contribution Section by the Principal Employer from time to time (including contributions made by an Employer on the Member's behalf where a Member is participating in the Salary Sacrifice Arrangement)."

5 ***By inserting the following new definitions in their correct alphabetical order in Appendix 1:***

"Salary Sacrifice Arrangement" means the salary sacrifice arrangement by which a Member's contractual earnings are reduced in exchange for payment by a Participating Employer of contributions to the Plan for the benefit of the Member."

"Salary Sacrifice Member" means an Active Member who is participating in the Salary Sacrifice Arrangement."

6 ***By deleting paragraph (b) in the definition of "Pensionable Salary" in Appendix 1 and replacing it with the following:***

"(b) in respect of a Member of the Defined Contribution Section, the Member's basic earnings plus shift allowances, overtime and any other payments or amounts notified by the Principal Employer to the Trustee from time to time (including in the case of a Salary Sacrifice Member only, any salary which would have been included but for his entering into a Salary Sacrifice Arrangement)."

End of schedule 1

Schedule 2

The Rules are hereby amended as follows:

1 ***By deleting Rule 3 (Membership of the Plan) and replacing it as follows:***

"3 MEMBERSHIP OF THE PLAN

Defined Benefit Section

3.1 The Defined Benefit Section closed to new Members after 30 June 2003. As a result of changes to the employment contracts of Active Members of the Defined Benefit Section, all Active Membership under the Defined Benefit Section ceased on 30 September 2009.

Defined Contribution Section

3.2 Rules 3.3 to 3.9 are subject to Rule 3A (Automatic Enrolment).

3.3 Subject to Rule 3.4 below, an Employee shall be eligible to join the Plan as an Active Member if:

- (a) he properly completes and gives to the Trustee an application in the form required by the Trustee (and does not withdraw his application); or
- (b) he is required to be admitted under Rule 3A (Automatic Enrolment).

3.4 Subject to Rule 3.5 below, admission to Membership of the Plan shall be:

- (a) where Rule 3.3(a) applies, on terms and conditions agreed by the Principal Employer and the Trustee, and subject to provision by the Employee to the Trustee of such information as the Trustee may reasonably require for the purposes of managing the Plan; or
- (b) where Rule 3.3(b) applies, in accordance with Rule 3A (Automatic Enrolment).

3.5 The date of the Employee's admission to Membership will be:

- (a) in the case of a Jobholder admitted under Rule 3A (Automatic Enrolment), the Automatic Enrolment Date, the Automatic Re-enrolment Date, the Deferral Date or the Opt-in Date (whichever is applicable); or
- (b) in the case of an Employee to whom Rule 3.3(a) applies, the date of the application; or
- (c) in the case of an Entitled Worker, the first of the month following the receipt by the Trustee from his Employer of a valid Opt-in Notice.

3.6 An Employee to whom Rule 3.3(a) applies who does not submit his application form to join the Plan or provide the information required under Rule 3.4(a) within three months of the date on which he receives his invitation or the request for information (as the case may be) will cease to be eligible for Membership of the Plan, unless the Principal Employer and the Trustee agree otherwise.

3.7 The Principal Employer may by notice in writing to the Trustee direct that, with effect from the date specified in the notice (being no earlier than the date of the notice), the Plan shall be closed to new Members.

3.8 An Employee who joins the Plan under Rule 3.3 shall join the Defined Contribution Section as a Main Category Member under Schedule 1 unless the

Principal Employer has identified him as an Executive Employee or a Senior Executive Employee, in which case he shall join that other Category.

- 3.9 In the case of any doubt or dispute as to whether or not any person is or is not eligible for Membership or for Membership of a particular Category under this Rule 3 or Rule 3A, the decision of the Principal Employer shall be final and binding on the parties.

Both Sections

- 3.10 Subject to the provisions of Rule 7 (Family Leave), if a Member rejoins the Plan after a break in Service, each period of Pensionable Service will normally be treated separately. However, two periods of Pensionable Service in the Defined Benefit Section may have been treated as continuous by the Trustee if the Principal Employer so agreed and the Employer paid any additional contributions that the Trustee considered appropriate. In particular, it was agreed that any Active Member on 4 January 2001 who had a deferred pension relating to a period of Pensionable Service ending before 1 January 1986 should have the two periods of Pensionable Service treated as continuous."

2 *By inserting a new Rule 3A (Automatic Enrolment)*

"3A AUTOMATIC ENROLMENT

- 3A.1 This Rule shall apply in respect of each Employer with effect on and after the Employer's Staging Date, subject to Rule 3A.2.
- 3A.2 At any time by giving at least one month's notice in writing to the Trustee (or such shorter period as the Trustee agrees to accept):
- (a) an Employer may direct that this Rule shall cease to apply in relation to any Jobholders and/or Entitled Workers (or any category or group of them) Employed by it; or
 - (b) the Principal Employer may direct that this Rule shall cease to apply in relation to any Jobholders and/or Entitled Workers (or any category or group of them) Employed by any Employer or Employers, or by all Employers.
- 3A.3 The Plan shall be an Automatic Enrolment Scheme and/or a Qualifying Scheme (as applicable) for the purposes of the PA 2008 in relation to Jobholders Employed by an Employer. For the avoidance of doubt it will also be a pension scheme meeting the requirements of Section 9 of the PA 2008 in relation to Entitled Workers Employed by an Employer.
- 3A.4 The Trustee and the Employers shall at all times ensure that the Plan is administered in accordance with the requirements of the Automatic Enrolment Laws and in a way which allows an Employer to discharge its obligations under the Automatic Enrolment Laws. If an Employer has notified the Trustee that it intends to rely on Section 3(3) or 5(3) (existing active members of qualifying schemes) of the PA 2008 in relation to any group or category of Jobholder, this obligation extends to ensuring that the Plan is administered in a way that is consistent with its being a Qualifying Scheme for the purposes of Section 3(3) or 5(3) of the PA 2008.
- 3A.5 In particular, to the extent that the Plan is or is intended by an Employer to be an Automatic Enrolment Scheme or a Qualifying Scheme, and for the avoidance of doubt, this Rule 3A shall override any inconsistent provisions in the Rules which shall be treated as modified as necessary to satisfy the requirements of the Automatic Enrolment Laws.

3A.6 The Employer of a Jobholder who has been automatically enrolled into the Plan must provide the Trustee with the information required to be provided under the Automatic Enrolment Laws within the timescales specified in those laws, unless the Trustee notifies the Employer in advance that they do not require this information (either generally or with reference to a particular Jobholder)."

3 *By deleting Rule 4 (Termination of Membership) and replacing it as follows:*

"4 TERMINATION OF MEMBERSHIP

Defined Benefit Section

4.1 As a result of the changes to the employment contracts of Active Members of the Defined Benefit Section, all Active Membership under the Defined Benefit Section ceased on 30 September 2009 in accordance with rule 14 of the rules of the Plan in force immediately prior to the date of execution of these Rules.

4.2 Accordingly, all Active Members of the Defined Benefit Section on 30 September 2009 are treated for the purposes of the Defined Benefit Section as having ceased Pensionable Service on that date.

Defined Contribution Section

4.3 Rules 4.4 and 4.5 are subject to Rule 3A (Automatic Enrolment)

4.4 Without prejudice to Rule 4.6, a Jobholder who has been enrolled or re-enrolled in the Plan under arrangements made under Rule 3A (Automatic Enrolment) may opt out of the Plan if he provides a valid Opt-out Notice to his Employer in accordance with, and within the timescales specified by, the Automatic Enrolment Laws and any arrangements made under them, which shall include arrangements for refunding contributions. A Jobholder who opts out pursuant to this Rule 4.4 will be treated for all purposes as not having become a Member on that occasion.

4.5 Subject to Rule 4.4, a Member will cease to be an Active Member of the Defined Contribution Section if:

- (a) he reaches age 75;
- (b) he dies;
- (c) he leaves Service;
- (d) he becomes a Cross-Border Employee; or
- (e) he withdraws from the Plan under Rule 4.6.

4.6 An Employee may opt out of Active Membership of the Plan and remain in Service, by giving the Employer and the Trustee not less than one month's written notice to the Employer and the Trustee. The Employee will be treated as leaving Service on the day the notice expires, except that Rule 27 (Leaving Early / Opting Out While Remaining an Employee) shall apply in determining the options and benefits available to the Member."

4 *By deleting the first sentence of Rule 9.1 and replacing it as follows:*

"9.1 This Rule 9 is subject to Rule 3A (Automatic Enrolment), and shall apply to all Active Members except at any time when they are Salary Sacrifice Members, at which time Rule 9A shall apply."

5 *By deleting Rule 11.3 and replacing it as follows:*

"11.3 Each Employer must contribute to the Plan in respect of Members of the Defined Contribution Section in accordance with the contribution rates as notified to Members of the Defined Contribution Section by the Principal Employer from time to time (including contributions made by an Employer on the Member's behalf where a Member is participating in the Salary Sacrifice Arrangement), or at such higher rate (if any) as required from time to time by the Automatic Enrolment Laws."

6 ***By inserting the following after Rule 27.3:***

"27.4 An Employee who ceases to be a Member under Rule 4.4 or Rule 4.6 shall be re-admitted as a Member if:

(a) the Principal Employer gives its consent and provided that the Employee gives his employer such information or evidence as the Employer may reasonably require in connection with his readmission to the Plan; or

(b) Rule 3A (Automatic Enrolment) requires his readmission.

27.5 On readmission under Rule 27.4 the Member will remain entitled to the benefits (if any) arising on cessation of his earlier period of Membership and will be treated for all permitted purposes as a new Member in relation to his later period of Membership.

27.6 Rules 27.2 to 27.5 are subject to Rule 3A (Automatic Enrolment)."

7 ***By deleting paragraph 1 (Membership of the Plan) of Schedule 1 (Main Category Members) and replacing it with the following:***

"1 MEMBERSHIP OF THE PLAN (RULE 3)

The conditions for eligibility as a Main Category Member of the Defined Contribution Section are set out in Rule 3 (Membership of the Plan), and are subject to Rule 3A (Automatic Enrolment)."

8 ***By deleting paragraph 2 (Termination of Membership) of Schedule 1 (Main Category Members) and replacing it with the following:***

"2 TERMINATION OF MEMBERSHIP (RULE 4)

Termination of Membership for Main Category Members is as set out in Rule 4 (Termination of Membership) and is subject to Rule 3A (Automatic Enrolment)."

9 ***By inserting the following new definitions in their correct alphabetical order in Appendix 1:***

"Automatic Enrolment Date" has the meaning given by Section 3(7) of the PA 2008;

"Automatic Enrolment Laws" means the provisions of the PA 2008 and the regulations made under it (including the Automatic Enrolment Regulations);

"Automatic Enrolment Regulations" means the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2010;

"Automatic Enrolment Scheme" has the meaning given by Section 17 of the PA 2008;

"Automatic Re-enrolment Date" has the meaning given by Regulation 12 of the Automatic Enrolment Regulations;

"**Deferral Date**" means the date to which the Automatic Enrolment Date has been postponed to under Section 4 of the PA 2008;

"**Employed**" has the meaning given by Section 88 of the PA 2008;

"**Entitled Worker**" means any person to whom Section 9 of the PA 2008 applies;

"**Jobholder**" means any person to whom Section 1(1) of the PA 2008 applies;

"**Non-eligible Jobholder**" means any person to whom Section 7 of the PA 2008 applies;

"**Opt-in Date**" means, in the case of a Non-eligible Jobholder, the enrolment date described in Regulation 18 of the Automatic Enrolment Regulations, and in the case of an Entitled Worker, the date described in Rule 3.5(c);

"**Opt-in Notice**" means a notice given by a Non-eligible Jobholder under Section 7 of the PA 2008 or a notice given by an Entitled Worker under Section 9 of the PA 2008 and which satisfies the requirements of that Section and any regulations made under it;

"**Opt-out Notice**" means a notice given under Section 8 of the PA 2008 and which satisfies the requirements of that Section and any regulations made under it;

"**PA 2008**" means the Pensions Act 2008;

"**Qualifying Scheme**" has the meaning given by Section 16 of the PA 2008;

"**Staging Date**" in relation to an Employer of a particular description, means the date prescribed under Section 12 of the PA 2008 in relation to employers of that description;

"**Worker**" has the meaning given by Section 88 of the PA 2008;"

10 ***By deleting the definition "Pensions Acts" in Appendix 1 and replacing it with the following:***

"**Pensions Acts**" means the PA1995, the PA2004 and/or the PA 2008 according to the context."

End of schedule 2