

BRUSH ENGINEERED MATERIALS INC

FORM S-8 POS (Post-Effective Amendment to an S-8 filing)

Filed 5/17/2000

Address	17876 ST. CLAIR AVE. CLEVELAND, Ohio 44110
Telephone	216-383-4062
CIK	0001104657
Industry	Metal Mining
Sector	Basic Materials
Fiscal Year	12/31

Registration No. 333-52141

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

POST EFFECTIVE AMENDMENT NO. 1
TO

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

BRUSH ENGINEERED MATERIALS INC.

AS SUCCESSOR TO BRUSH WELLMAN INC.
(Exact Name of Registrant as Specified in Its Charter)

OHIO 34-1919973
(State or Other Jurisdiction of (I.R.S. Employer Identification No.)
Incorporation or Organization)

17876 St. Clair Avenue
Cleveland, Ohio 44110
(Address and Zip Code of Principal Executive Offices)

BRUSH ENGINEERED MATERIALS INC. KEY EMPLOYEE SHARE OPTION PLAN
(Full Title of the Plan)

Michael C. Hasychak
Vice President, Secretary and Treasurer
Brush Engineered Materials Inc.
17876 St. Clair Avenue
Cleveland, Ohio 44110
(Name and Address of Agent for Service)

(216) 486-4200
(Telephone Number, Including Area Code, of Agent for Service)

Copies to:

David P. Porter, Esq.
Jones, Day, Reavis & Pogue
901 Lakeside Avenue
Cleveland, Ohio 44114
(216) 586-3939

Pursuant to Rule 414(d) under the Securities Act of 1933, as amended (the "Securities Act"), Brush Engineered Materials Inc., an Ohio corporation, as successor issuer to Brush Wellman Inc., an Ohio corporation, hereby adopts this Registration Statement, as amended, for all purposes under the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). See "Description of the Transaction" herein.

This Post-Effective Amendment to the Registration Statement shall become effective upon filing with the Securities and Exchange Commission (the "Commission") pursuant to Rule 464 under the Securities Act.

DESCRIPTION OF THE TRANSACTION

This post-effective amendment is being filed in connection with a corporate restructuring (the "Reorganization") of Brush Wellman Inc., an Ohio corporation ("Brush"), into a holding company organizational structure, with Brush becoming the wholly-owned subsidiary of Brush Engineered Materials Inc., an Ohio corporation ("Holding Company" or the "Registrant").

On May 2, 2000, the shareholders of Brush, at the 2000 Annual Meeting of Shareholders, approved the Reorganization. The Reorganization was implemented in accordance with Section 1701.78 of the Ohio General Corporation Law by the merger (the "Merger") of Brush Merger Co., an Ohio corporation and newly formed subsidiary of Holding Company ("Merger Co."), into Brush, the surviving corporation. As a result of the Merger, Holding Company is the sole shareholder of Brush. In the Merger, which was consummated on May 16, 2000, each share of common stock of Brush, par value \$1.00 per share (each, a "Brush Common Share"), other than Brush Common Shares with respect to which dissenters' rights have been exercised, was converted into one share of common stock of Holding Company, without par value (each, a "Holding Company Common Share"). Accordingly, all of the Brush Common Shares offered under the Brush Engineered Materials Inc. Key Employee Share Option Plan (the "Plan") will be Holding Company Common Shares. In approving the Reorganization, the shareholders of Brush approved the amendment of the Plan by Holding Company.

Pursuant to Rule 414(d) under the Securities Act, Holding Company, as successor issuer to Brush, hereby expressly adopts, as of May 16, 2000, the Registration Statement of Brush on Form S-8, as amended (Registration No. 333-52141), that is applicable to Brush Common Shares issuable under the Plan, as the Registration Statement of Holding Company for all purposes under the Securities Act and the Exchange Act.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

(A) Holding Company: The following documents, which have previously been filed by Holding Company with the Commission (File No. 333-95917), are incorporated by reference herein and shall be deemed to be part of this Registration Statement:

- (1) Registration Statement on Form S-4, filed on February 1, 2000 (Registration No. 333-95917);
- (2) Amendment No. 1 to the Registration Statement on Form S-4, filed on March 10, 2000 (Registration No. 333-95917);
- (3) Amendment No. 2 to the Registration Statement on Form S-4, filed on March 29, 2000 (Registration No. 333-95917);
- (4) The description of Holding Company's Common Stock included in the Registration Statement on Form S-4 (Registration No. 333-95917), including any amendment or report filed for the purpose of updating such description;
- (5) Form 8-A, filed on May 16, 2000; and
- (6) Current Report on Form 8-K, filed on May 16, 2000.

(B) Brush: The following documents, which have heretofore been filed by Brush with the Commission pursuant to the Exchange Act (File No. 1-7006), are incorporated by reference herein and shall be deemed to be a part hereof:

- (1) Annual Report on Form 10-K for the fiscal year ended December 31, 1999;
- (2) Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2000;
- (3) Current Report on Form 8-K, filed on May 9, 2000;
- (4) Current Report on Form 8-K, filed on May 16, 2000; and
- (5) Form 8-A/A, filed on May 16, 2000.

All documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated herein by reference and shall be deemed a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

In general, a director of an Ohio corporation will not be found to have violated his fiduciary duties unless there is proof by clear and convincing evidence that the director (1) has not acted in good faith, (2) has not acted in a manner he reasonably believes to be in or not opposed to the best interests of the corporation or (3) has not acted with the care that an ordinarily prudent person in a like position would use under similar circumstances. Monetary damages for any act taken or omission made as a director are generally awarded only if it is proved by clear and convincing evidence that the director undertook such act or omission either with deliberate intent to cause injury to the corporation or with reckless disregard for the best interests of the corporation.

Under Ohio law, a corporation must indemnify its directors, officers, employees and agents against expenses reasonably incurred in connection with the successful defense (on the merits or otherwise) of an action, suit or proceeding. A corporation may indemnify such persons in actions, suits and proceedings (including certain derivative suits) if the individual has acted in good faith and in a manner that he believes to be in or not opposed to the best interests of the corporation. In the case of a criminal proceeding, the individual must also have no reasonable cause to believe that his conduct was unlawful.

Indemnification may be made only if ordered by a court or if authorized in a specific case upon a determination that the applicable standard of conduct has been met. Such a determination may be made by a majority of the disinterested directors, by independent legal counsel or by the shareholders.

Under Ohio law, a corporation may pay the expenses of any indemnified individual as they are incurred, in advance of the final disposition of the matter, if the individual provides an undertaking to repay the amount if it is ultimately determined that he is not entitled to be indemnified. Ohio law generally requires all expenses, including attorney's fees, incurred by a director

in defending any action, suit or proceeding to be paid by the corporation as they are incurred if the director agrees (i) to repay such amounts in the event that it is proved by clear and convincing evidence that his action or omission was undertaken with deliberate intent to cause injury to the corporation or with reckless disregard for the best interests of the corporation and (ii) to reasonably cooperate with the corporation concerning the action, suit or proceeding.

The code of regulations of Brush Engineered Materials Inc. provides for indemnification that is coextensive with that permitted under Ohio law. In addition, Brush Engineered Materials Inc. may enter into agreements that indemnify its directors and certain of its officers to the maximum extent permitted by applicable law. The indemnification so granted is not limited to the indemnification specifically authorized by the Ohio General Corporation Law. Each agreement represents a contractual obligation of Brush Engineered Materials Inc. that cannot be altered unilaterally.

It is anticipated that Brush Engineered Materials Inc. will obtain a directors' and officers' liability insurance policy, pursuant to which the directors and officers of Brush Engineered Materials will be insured against certain liabilities, including certain liabilities under the Securities Act and the Exchange Act.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

4(a) Brush Engineered Materials Inc. (formerly Brush Wellman Inc.) Key Employee Share Option Plan (filed as Exhibit 4.1 to the Registration Statement on Form S-8 filed by Brush Wellman Inc. on May 5, 1998), incorporated herein by reference.

4(b) Amendment No. 1 to the Brush Engineered Materials Inc. (formerly Brush Wellman Inc.) Key Employee Share Option Plan, dated May 16, 2000.

4(c) Amended and Restated Articles of Incorporation of Brush Engineered Materials Inc. (filed as Annex B to the Registration Statement on Form S-4 filed by Brush Engineered Materials Inc. on February 1, 2000 (Registration No. 333-95917), incorporated herein by reference.

4(d) Amended and Restated Code of Regulations of Brush Engineered Materials Inc. (filed as Exhibit 4(b) to the Current Report on Form 8-K filed by Brush Wellman Inc. on May 16, 2000), incorporated herein by reference.

4(e) Rights Agreement, dated as of May 10, 2000, by and between Brush Engineered Materials Inc. and National City Bank, N.A. as Rights Agent (filed as Exhibit 4(a) to the Current Report on Form 8-K filed by Brush Engineered Materials Inc. on May 16, 2000), incorporated herein by reference.

23 Consent of Ernst & Young LLP, Independent Auditors.

24 Power of Attorney for each officer and director of Brush Engineered Materials Inc. signing this Registration Statement through an attorney-in-fact.

ITEM 9. UNDERTAKINGS.

(A) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

PROVIDED, HOWEVER, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(B) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be in the initial bona fide offering thereof.

(C) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling

person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Brush Engineered Materials Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing this Registration Statement on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on this 16th day of May, 2000.

BRUSH ENGINEERED MATERIALS INC.

/s/ Michael C. Hasychak

Michael C. Hasychak
Vice President, Secretary and Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated as of May 16, 2000.

*/s/ Gordon D. Harnett**

Gordon D. Harnett
Chairman of the Board, President,
Chief Executive Officer, and Director
(principal executive officer)

*/s/ Joseph P. Keithley**

Joseph P. Keithley
Director

*/s/ John D. Grampa**

John D. Grampa
Vice President - Finance and Chief
Financial Officer (principal
financial and accounting officer)

*/s/ William P. Madar**

William P. Madar
Director

*/s/ Albert C. Bersticker**

Albert C. Bersticker
Director

*/s/ William R. Robertson**

William R. Robertson
Director

*/s/ Charles F. Brush, III**

Charles F. Brush, III
Director

*/s/ John Sherwin, Jr.**

John Sherwin, Jr.
Director

*/s/ David L. Burner**

David L. Burner
Director

/s/ David H. Hoag

David H. Hoag
Director

* The undersigned by signing his name hereto, does sign and execute this Registration Statement on Form S-8 pursuant to a Power of Attorney executed on behalf of the above-indicated officers and directors of Brush Engineered Materials Inc. and filed herewith as Exhibit 24 on behalf of Brush Engineered Materials Inc. and each such person.

By: /s/ Michael C. Hasychak

Michael C. Hasychak, Attorney-in-fact

May 16, 2000

EXHIBIT INDEX

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4(d) Amended and Restated Code of Regulations of Brush Engineered Materials Inc. (filed as Exhibit 4(b) to the Current Report on Form 8-K filed by Brush Wellman Inc. on May 16, 2000), incorporated herein by reference.

4(e) Rights Agreement, dated as of May 10, 2000, by and between Brush Engineered Materials Inc. and National City Bank, N.A. as Rights Agent (filed as Exhibit 4(a) to the Current Report on Form 8-K filed by Brush Engineered Materials Inc. on May 16, 2000), incorporated herein by reference.

23 Consent of Ernst & Young LLP, Independent Auditors.

24 Power of Attorney for each officer and director of Brush Engineered Materials Inc. signing this Registration Statement through an attorney-in-fact.

EXHIBIT 4(b)

**AMENDMENT NO. 1
TO**

THE BRUSH WELLMAN INC. KEY EMPLOYEE SHARE OPTION PLAN

Brush Wellman Inc., an Ohio corporation, hereby adopts this Amendment No. 1 to the Brush Wellman Inc. Key Employee Share Option (the "Plan").

I.

Section 1.6 of the Plan is amended to provide as follows:

1.6 "CORPORATION" means Brush Wellman Inc., an Ohio corporation, in respect of periods prior to the Effective Time, and Brush Engineered Materials Inc., an Ohio corporation, in respect of periods from and after the Effective Time, and any successor to Brush Engineered Materials, Inc.

II.

A new Section 1.8A is added to the Plan to provide as follows:

1.8A "EFFECTIVE TIME" means the "Effective Time" as defined in that certain Agreement of Merger executed or to be executed by and among Brush Merger Co., Brush Wellman Inc. and Brush Engineered Materials Inc.

III.

Section 1.17 of the Plan is amended to provide as follows:

1.17 "PLAN" means the Brush Wellman Inc. Key Employee Share Option Plan in respect of periods prior to the Effective Time and the Brush Engineered Materials Inc. Key Employee Share Option Plan in respect of periods from and after the Effective Time, as the same may be amended or restated from time to time.

IV.

Section 2.2 of the Plan is amended to provide as follows:

2.2 AWARDING OF OPTIONS. The recipients of Options are determined from time to time by the Committee. No Committee member may take part in any way in determining any award of Options to himself. The Committee may condition the award and/or effectiveness of any Option on the surrender by the Participant of his right to receive salary, bonus, or other cash compensation otherwise payable in the future by the Corporation or a Subsidiary to the Participant or on the Participant's agreement to surrender or cancellation of any previously granted Options. Awards become effective as of the Grant Date. No award of an Option will become effective, however, unless the Participant timely executes and returns to the Committee the Option Agreement with respect to the Option and such other instruments or documents as the Committee may require. Awards may be made at any time on or after the Effective Date and prior to the termination of the Plan.

V.

Section 2.4 of the Plan is amended to provide as follows:

2.4 EFFECT OF CASH DIVIDENDS AND CASH DISTRIBUTIONS ON DESIGNATED PROPERTY. As of the first Business Day of each calendar year, an Option will be granted automatically with respect to any cash dividends or other cash distributions occurring during the immediately preceding calendar year with respect to Designated Property purchasable under an unexercised Option (a) either (i) the Grant Date of which coincided with or preceded the date of occurrence of such cash dividends or cash distributions, or (ii) which was granted in consideration of the cancellation or surrender of another Option the Grant Date of which coincided with or preceded the date of occurrence of such cash dividends or cash distributions, and (b) that has not expired as of such first Business Day (the aggregate of such cash dividends and cash distributions occurring during such immediately preceding calendar year being hereinafter referred to as the "Additional Amount") in favor of the Participant holding such unexercised Option on terms identical to those set forth in the Option Agreement pertaining to such unexercised Option, except that the Grant Date of such automatically granted Option will be such first Business Day of such calendar year and the amount of Designated Property purchasable under such automatically granted Option will be the amount of Designated Property that could be purchased, based on the Fair Market Value on such Grant Date of such Designated Property, with an amount equal to the Additional Amount divided by three fourths (3/4). If as of the first Business Day of such calendar year the applicable Designated Property (of the same kind) is not reasonably available, the provisions of Section 2.5 will apply.

Article II of the Plan is amended by adding at the end thereof the following:

2.7 SPECIAL ELECTION Notwithstanding any other provision of the Plan to the contrary, except Article IV (as contemplated in this Section 2.7), each Participant may elect to forego all rights and benefits under the Plan with respect to all of his Options with Grant Dates prior to the Effective Time by consenting and agreeing to the cancellation of all such Options in consideration of an award of Options as of the Effective Time, in accordance with the following and such rules and procedures as may be established by the Committee consistent with the following:

- (i) Each such election may be made only by delivery prior to the Effective Time by the Participant to the Corporation of an executed written Election and Consent on a form prescribed therefor by the Committee, which form shall be substantially in the form of Exhibit I attached hereto and made a part hereof, and shall be effective as of the Effective Time;
- (ii) Except as otherwise provided herein, in the case of a Participant who makes the election provided for under this Section 2.7, and provided the Effective Time occurs, neither the Participant, the Participant's Beneficiary, nor any other person claiming through or under the Participant shall thereafter have any rights under or with respect to any of his Options with Grant Dates prior to the Effective Time, and all provisions of the Plan shall be construed, interpreted, and applied accordingly;
- (iii) In the event the Effective Time does not occur, the election of a Participant provided for in this Section 2.7 shall be void ab initio and of no force or effect and all of the outstanding Options in respect of which the election was made shall remain in full force and effect;
- (iv) The terms and conditions of Options awarded under the Plan as of the Effective Time to a Participant in respect of any election under this Section 2.7 shall be determined under the provisions of this Section 2.7 and of the Option Agreement for such Options and, to the extent not inconsistent therewith, the other provisions of the Plan;
- (v) Such election shall include a consent to Amendment No. 1 to the Plan in accordance with Article IV of the Plan;

(vi) Except as otherwise provided herein or in the election, such election shall be irrevocable after delivery thereof to the Corporation and shall become effective at the Effective Time; and

(vii) In the event the Effective Time occurs, each Participant with an effective election under this Section 2.7 shall be entitled to receive Options as of and at the Effective Time on terms, including but not limited to Exercise Price and Designated Property, identical to the terms of the cancelled Options, except that (a) Brush Engineered Materials Inc. shall be the grantor of (and the sole obligor with respect to) the Options, (b) the Options may not be exercised prior to the 184th day after the date on which the Effective Time occurs, and (c) the period during which such Options may be exercised as provided for under Section 3.1 of the Plan shall be extended by 184 days.

VII.

Paragraph (b) of Section 3.1 of the Plan is amended to provide as follows:

(b) the fifteenth anniversary of the Grant Date of such Option, or if such Option was granted in consideration of the cancellation or surrender of another Option the fifteenth anniversary of the Grant Date of such canceled or surrendered Option.

VIII.

Section 3.2 of the Plan is amended to provide as follows:

3.2 PROCEDURE FOR EXERCISING OPTION. A Participant may exercise an Option by giving written notice to the Committee. Such written notice of exercise must be in such form as the Committee may require, must be properly completed and include the Option Agreement for each Option to be exercised, and must be mailed or delivered to the Committee as provided in Section 7.4. In the case of an Option Agreement covering more than one Option, the Committee will note the particular Option that was exercised on the Option Agreement and, if the Option Agreement covers another unexercised Option or Options, return the Option Agreement to the Participant. Options may be exercised in any combinations or amounts subject to the restrictions set forth in the Plan, except that the Committee may from time to time require a minimum number of Options to be exercised at one time, but such minimum number will not be designed to impose any substantial restriction on a Participant's ability to exercise Options. In no case may part of an Option be exercised. Except as otherwise provided in the Plan or in any Option Agreement, the "Exercise Date" of an Option will be the first Business Day on which the Committee is in actual receipt of the written notice of exercise. Upon exercise of an

Option, the Participant must pay the Exercise Price of the Option to the Corporation. The consideration to be paid in satisfaction of the Exercise Price will be cash in the form of currency, check, or other cash equivalent, in each case acceptable to the Corporation. The Exercise Price must be paid in full before delivery of the Designated Property will be made in accordance with Section 3.5.

IX.

The foregoing changes to the Plan shall be effective as of the "Effective Time" as defined in that certain Agreement of Merger executed or to be executed by an among Brush Merger Co., Brush Wellman Inc. and Brush Engineered Materials Inc.; provided, however, that subject to express terms thereof, the provisions of Section VI hereof shall be effective immediately.

Executed at Cleveland, Ohio, this 10th day of May, 2000.

BRUSH WELLMAN INC.

By: /s/ Michael C. Hasychak

Title: Secretary

And /s/ William M. Christoff

Title: Assistant Treasurer

Effective as of the "Effective Time" (as hereinbefore defined), Brush Engineered Materials Inc. hereby assumes the status of the "Corporation" under the Plan.

Executed at Cleveland, Ohio, this 10th day of May, 2000.

BRUSH ENGINEERED MATERIALS INC.

By: /s/ Michael C. Hasychak

Title: Secretary

And /s/ William M. Christoff

Title: Assistant Treasurer

Exhibit 23

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in Amendment No. 1 to the Registration Statement (Form S-8 No. 333-52141) pertaining to the Brush Engineered Materials Inc. Key Employee Share Option Plan (successor to the Brush Wellman Inc. Key Employee Share Option Plan) of our report dated January 24, 2000, with respect to the consolidated financial statements and schedule of Brush Engineered Materials Inc. (successor to Brush Wellman Inc.) included in its Annual Report (Form 10-K) for the year ended December 31, 1999, filed with the Securities and Exchange Commission.

/s/Ernst & Young LLP

Cleveland, Ohio

May 16, 2000

EXHIBIT 24

**DIRECTOR AND OFFICER OF
BRUSH WELLMAN INC.
AND BRUSH ENGINEERED MATERIALS INC.**

AMENDED REGISTRATION STATEMENTS ON FORM S-8

POWER OF ATTORNEY

The undersigned director and/or officer of Brush Wellman Inc., an Ohio corporation (the "Company"), hereby constitutes and appoints Gordon D. Harnett, John D. Grampa and Michael C. Hasychak, or any of them, with full power of substitution and resubstitution, as attorneys or attorney of the undersigned, for him or her and in his or her name, place and stead, to sign and file under the Securities Act of 1933 one or more amendments to the Company's Registration Statement(s) on Form S-8 relating to the registration for sale of the Company's common stock, par value \$1.00 per share (and following the merger contemplated by the Company's proxy statement for the 2000 Annual Meeting, the common stock, no par value, of Brush Engineered Materials Inc.), and any and all amendments, supplements and exhibits thereto, including pre-effective and post-effective amendments or supplements, and any and all applications or other documents to be filed with the Securities and Exchange Commission pertaining to such registration(s), with full power and authority to do and perform any and all acts and things whatsoever required and necessary to be done in the premises, hereby ratifying and approving the act of said attorneys and any of them and any such substitute.

EXECUTED as of May 2, 2000.

/s/ Gordon D. Harnett

Gordon D. Harnett
*Chairman of the Board, President and Chief Executive Officer**

* Relates to Mr. Harnett's capacity both (i) as a director and officer of Brush Wellman Inc. prior to the merger of Brush Merger Co. into Brush Wellman Inc. and (ii) as a director and officer of Brush Engineered Materials Inc. thereafter.

**OFFICER OF
BRUSH WELLMAN INC.
AND BRUSH ENGINEERED MATERIALS INC.**

AMENDED REGISTRATION STATEMENTS ON FORM S-8

POWER OF ATTORNEY

The undersigned director and/or officer of Brush Wellman Inc., an Ohio corporation (the "Company"), hereby constitutes and appoints Gordon D. Harnett, John D. Grampa and Michael C. Hasychak, or any of them, with full power of substitution and resubstitution, as attorneys or attorney of the undersigned, for him or her and in his or her name, place and stead, to sign and file under the Securities Act of 1933 one or more amendments to the Company's Registration Statement(s) on Form S-8 relating to the registration for sale of the Company's common stock, par value \$1.00 per share (and following the merger contemplated by the Company's proxy statement for the 2000 Annual Meeting, the common stock, no par value, of Brush Engineered Materials Inc.), and any and all amendments, supplements and exhibits thereto, including pre-effective and post-effective amendments or supplements, and any and all applications or other documents to be filed with the Securities and Exchange Commission pertaining to such registration(s), with full power and authority to do and perform any and all acts and things whatsoever required and necessary to be done in the premises, hereby ratifying and approving the act of said attorneys and any of them and any such substitute.

EXECUTED as of May 2, 2000.

/s/ John D. Grampa

John D. Grampa
*Vice President - Finance and Chief Financial Officer**

* Relates to Mr. Grampa's capacity both (i) as an officer of Brush Wellman Inc. prior to the merger of Brush Merger Co. into Brush Wellman Inc. and (ii) as an officer of Brush Engineered Materials Inc. thereafter.

**DIRECTOR OF
BRUSH WELLMAN INC.
AND BRUSH ENGINEERED MATERIALS INC.**

AMENDED REGISTRATION STATEMENTS ON FORM S-8

POWER OF ATTORNEY

The undersigned director and/or officer of Brush Wellman Inc., an Ohio corporation (the "Company"), hereby constitutes and appoints Gordon D. Harnett, John D. Grampa and Michael C. Hasychak, or any of them, with full power of substitution and resubstitution, as attorneys or attorney of the undersigned, for him or her and in his or her name, place and stead, to sign and file under the Securities Act of 1933 one or more amendments to the Company's Registration Statement(s) on Form S-8 relating to the registration for sale of the Company's common stock, par value \$1.00 per share (and following the merger contemplated by the Company's proxy statement for the 2000 Annual Meeting, the common stock, no par value, of Brush Engineered Materials Inc.), and any and all amendments, supplements and exhibits thereto, including pre-effective and post-effective amendments or supplements, and any and all applications or other documents to be filed with the Securities and Exchange Commission pertaining to such registration(s), with full power and authority to do and perform any and all acts and things whatsoever required and necessary to be done in the premises, hereby ratifying and approving the act of said attorneys and any of them and any such substitute.

EXECUTED as of May 2, 2000.

[Signatures on following page.]

/s/ William P. Madar

William P. Madar
Director*

/s/ David L. Burner

David L. Burner
Director*

/s/ David H. Hoag

David H. Hoag
Director*

/s/ Joseph P. Keithley

Joseph P. Keithley
Director*

/s/ Albert C. Bersticker

Albert C. Bersticker
Director*

/s/ William R. Robertson

William R. Robertson
Director*

/s/ Dr. Charles F. Brush, III

Dr. Charles F. Brush, III
Director*

/s/ John Sherwin, Jr.

John Sherwin, Jr.
Director*

* Relates to the capacity of each above signed director both (i) as a director of Brush Wellman Inc. prior to the merger of Brush Merger Co. into Brush Wellman Inc. and (ii) as a director of Brush Engineered

Materials Inc. thereafter.

End of Filing

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