

Dated 20/5/2021

**RUTHERFORD PENSION PLAN**

**Deed of Assignment**

This Deed of Assignment made on the 20/5/2021 hereto BETWEEN the parties named as follows:

1. Rosemary Alison Rutherford, Claire Louise Rutherford, Jane Mhari Rutherford all % 12 Beech Avenue, Dumbreck, Glasgow, G41 5BX as Trustees of the Rutherford Pension Plan (in this deed called the 'Assignors')
2. Claire Louise Rutherford, Jane Mhari Rutherford all % 12 Beech Avenue, Dumbreck, Glasgow, G41 5BX (in this deed called the "Assignees")

### **Background**

- A. Rutherford Pension Plan (in this deed called the 'Scheme') is a pension scheme which is currently governed by Definitive Trust Deed and Rules dated 12 January 2009, all subsequent amending deeds (in this deed called the 'Existing Provisions').
- B. Pursuant to Rule 11.4 of the Existing Provisions, all powers and discretions under the Rules and any other provision governing the Scheme, whether fiduciary or not, shall vest in and be exercisable by the Trustees alone.
- C. Pursuant to Rule 23 of the Existing Provisions, the Trustees may at their discretion apply the payment of an Unsecured Fund which is also defined as a drawdown pension fund lump sum death benefit, by a payment equal to any sum that represents the funds held from time to time to any Relative of the individual for whom the Unsecured Fund relates to.
- D. Relative includes any ancestor or descendant of the individual or of his Partner.
- E. The payment shall not be subject to the application of Sections 579A, 636A and 636AA Income Tax (Earnings and Pensions) Act 2003 or Section 206 Finance Act 2004.
- F. The payment shall represent the assignment of the Policy(s) which appears in the Schedule of Monies and Policy(s).
- G. The Occupational Pension Schemes (Modification of Schemes) Regulations 2006 are not affected as a consequence of the Assignment.

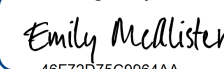
### **Operative Provisions**


1. The Assignors HERBY ASSIGNS the policy(s) which appears in the Schedule all money receivable and to become receivable thereunder and all benefit secured thereby TO HOLD the same in the capacity set out in the Schedule as a payment of the Unsecured Fund.
2. In this Deed (including the schedule) words in the singular include the plural and vice versa.
3. The provisions of this Deed shall have effect on and from its date.

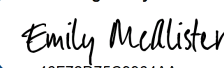
## Signing Provisions

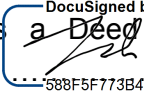
1. Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.
2. Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
3. Executed as a deed and delivered on the date shown at the beginning of this deed.


SIGNED as a Deed and delivered when  
dated, by  (signature)  
ROSEMARY ALISON RUTHERFORD in the  
presence of:

Witness      Signature:   
Name       : Emily McAlister  
Address   : Venture Wales  
              Building  
              Pentrebach  
              Merthyr Tydfil  
              CF48 4DR

SIGNED as a Deed and delivered when  
dated, by  (signature)  
CLAIRE LOUISE RUTHERFORD in the  
presence of:

Witness      Signature:   
Name       : Emily McAlister  
Address   : Venture Wales Building  
              Pentrebach  
              Merthyr Tydfil  
              CF48 4DR

SIGNED as a Deed and delivered when  
dated, by  (signature)  
JANE MHARI RUTHERFORD in the  
presence of:

Witness      Signature:   
Name       : Emily McAllister  
Address : Venture Wales Building  
           Pentrebach  
           Merthyr Tydfil  
           CF48 4DR

**Schedule of Policy(s)**

**Annexed**

Brewin Dolphin

Portfolio Number: BVEAG0350