

GS/FD/1672/0219

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling
Please go to www.companieshouse.gov.uk

MONDAY



JNI *J31W7GMZ* #8
17/02/2014
COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record.

1**Company details**

Company number

N 1 0 2 8 7 5 6

Company name in full

Wee Care Day Nurseries Limited ("the Assignor")

0003

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2**Charge creation date**

Charge creation date

d 1 4 m 0 2 y 2 0 y 1 4

3**Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name

The Governor and Company of the Bank of Ireland as security
trustee for itself and Bank of Ireland (UK) plc

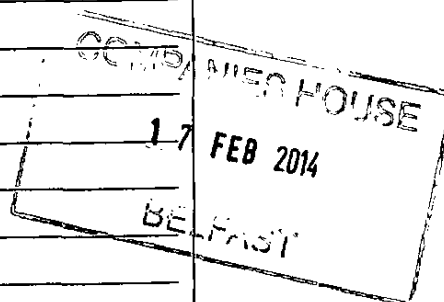
Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.



MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page
Please use a continuation page if you need to enter more details.

Description

None

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X John McIlree & Son X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	Gerard Small
Company name	John McKee and Son Solicitors
Address	The Linenhall
32-38 Linenhall Street	
Post town	Belfast
County/Region	Antrim
Postcode	B T 2 8 B G
Country	
DX	470 NR BELFAST 1
Telephone	028 9023 2303



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI28756

Charge code: NI02 8756 0003

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 14th February 2014 and created by WEE CARE DAY NURSERIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2014.

Given at Companies House, Belfast on 19th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED THIS 14th DAY OF February 20 14

(1) WEE CARE DAY NURSERIES LIMITED

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
as Security Trustee

Assignment of Life Policy



Head Office, 40 Mespil Road, Dublin 4, Ireland

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE DOCUMENT OF
WHICH IT PURPORTS TO BE A COPY

DATED 14th DAY OF February
2014 John McKee & Son

JOHN MCKEE & SON SOLICITORS
THE LINENHALL
32-38 LINENHALL STREET
BELFAST BT2 8BG



UK1-643N
(11/10)

INDEX

1.	Covenant to Pay	3
2.	Assignment	3
3.	Representations, Warranties and Covenants	3
4.	Continuing Security	5
5.	New Accounts	5
6.	Power of Sale	6
7.	Appointment of Receiver	6
8.	Power of Attorney	6
9.	Further Assurance	7
10.	Protection of Third Parties	7
11.	Costs	8
12.	General	8
13.	Notices	8
14.	Assignment	9
15.	Retention of Security	9
16.	Redemption	9
17.	Governing Law and Jurisdiction	10
	SCHEDULE	11
	Part A	11
	Part B	11
	Part C	12

THIS ASSIGNMENT is made the 14th day of February, 20 14

BETWEEN:

- (A) **WEE CARE DAY NURSERIES LIMITED** a company incorporated in Northern Ireland with company number NI028756 having its registered office at c/o DNT Chartered Accountants, Ormeau House, 91-97 Ormeau Road, Belfast, Northern Ireland, BT7 1SH (hereinafter called the "Assignor" which expression shall include the Assignor's successors) of the one part; and
- (B) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** having its registered office at 40 Mespil Road, Dublin 4, Ireland and with an address for service in Northern Ireland at 1 Donegall Square South, Belfast, BT1 5LR (the "Bank" which expression shall include its successors and assigns) as security trustee for each of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC to the extent that any monies or obligations are owed to them (together the "Secured Parties" and each a "Secured Party" which expression shall include their successors and assigns) of the other part **NOW THIS DEED WITNESSETH** as follows:-

1. **COVENANT TO PAY**

In consideration of advances made, or to be made to it by one or both of the Secured Parties and in order to secure all its liabilities present and future to the Secured Parties, the Assignor hereby unconditionally and irrevocably covenants with the Bank as trustee for the Secured Parties to pay and discharge on demand all moneys now owing or which shall hereafter become owing on a general balance of account or otherwise by the Assignor to the Secured Parties either alone or jointly with others and whether as principal or surety, together with all costs, charges, expenses, fees, interest and other sums on a full indemnity basis howsoever incurred at any time or to be incurred by either Secured Party.

2. **ASSIGNMENT**

The Assignor as beneficial owner and as a continuing security for the payment and discharge of all moneys now owing or which shall hereafter become owing, as hereinbefore referred to, hereby ASSIGNS to the Bank as Security Trustee the policy, details of which are more particularly described in Part A of the Schedule hereto ("the Policy") and all monies thereby assured and all bonuses, profits, additions and benefits already accrued or which may accrue in the future which may become payable thereunder and the benefit of all options and rights devolving upon the Assignor arising therefrom.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 3.1 The Assignor hereby represents and warrants to and covenants with the Bank for so long as any moneys owing to either Secured Party remain outstanding that:

- (a) the Policy is now valid and in full force free from any charge or encumbrance of any kind howsoever described and that all payments due thereunder have been paid and that nothing has been or shall be done, or omitted, or permitted or knowingly suffered as a result of which the Policy may become void or voidable or an increased premium thereon may become payable or whereby the Bank may be prevented from receiving all or any of the monies payable under the Policy or a bonus or addition to it;
- (b) if by reason of anything done, omitted or knowingly suffered by the Assignor, the Policy shall become voidable or void, the Assignor will, unless the Bank shall otherwise direct, forthwith at the Assignor's own cost do all such things as may be necessary if the Policy shall become voidable for restoring the Policy or keeping it in place or if the Policy shall become void, for effecting or for enabling the Bank to effect a new policy in lieu thereof in such manner and in such name as the Bank may require and with such assurance or insurance company institution or society as the Bank may nominate in a sum not less than (and having a surrender value not less than) the amount which was assured by the Policy (including any bonuses or other benefits which may have accrued or been declared thereon) and every such new or substituted Policy shall be subject in all respects to this security and all the covenants and provisions hereof shall apply thereto;
- (c) the Assignor will punctually pay all premiums and any other sum of money (if any) to keep the Policy or any such new and substituted Policy as aforesaid in force and will deliver the premium receipts to the Bank whenever required by the Bank;
- (d) the Assignor will not surrender, encash or otherwise realise the Policy without the prior written consent of the Bank;
- (e) all payments due under the Policy whether by way of premium or otherwise, have been paid;
- (f) the Assignor shall forthwith give notice of this security to each assurance or insurance institution, company or society issuing the Policy in the form set out in Part B of the Schedule and shall deliver the receipted acknowledgement to the Bank in the form set out in Part C of the Schedule;
- (g) the Assignor will extend the term of the Policy at the request of the Bank;
- (h) the Assignor will not assign, charge or otherwise encumber the Policy or any interest therein or purport or attempt to do so.

3.2 If the Assignor shall fail to satisfy the Bank that any of the obligations under Clause 3.1. have been performed by the Assignor, the Bank may (but shall not be obliged to) take such steps as it considers appropriate to procure the performance of such obligations and shall not thereby be deemed to be a mortgagee in possession and

the monies expended by the Bank shall be added to the moneys hereby secured and shall be reimbursed by the Assignor on demand and until so reimbursed shall carry interest as specified in this Deed from the date of payment to the date of reimbursement.

4. CONTINUING SECURITY

- 4.1 This security shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement or payment of the whole or any part of the moneys owing to either Secured Party and shall be binding upon the Assignor until all the said moneys have been unconditionally and irrevocably paid and discharged in full.
- 4.2 The security constituted by this Deed shall be in addition to and shall not be prejudiced, determined or affected by nor operate so as in any way to determine, prejudice, affect or merge in any encumbrance which either Secured Party may now or at any time in the future hold for or in respect of any moneys owing to either Secured Party and shall not be prejudiced by time or indulgence granted to any person or any abstention by either Secured Party in perfecting or enforcing any remedies, securities, guarantees or rights it may now or in the future have from or against the Assignor or any other person or by granting any waiver, release or variation or as a result of any indulgence, act, omission or forbearance or as a result of the unenforceability or invalidity of any such remedy, security, guarantee or right or by any irregularity, unenforceability, invalidity or irrecoverability of the moneys owing or any document or security in relation thereto.

5. NEW ACCOUNTS

- 5.1 If the Bank or a Secured Party receives notice (whether actual or otherwise) of any subsequent charge or other interest affecting the Policy the Bank or such Secured Party may open a new account or accounts with the Assignor and if it does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Assignor to the Bank or such Secured Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Assignor to the Bank or such Secured Party at the time when it received the notice.
- 5.2 Where the Assignor has more than one account with the Bank or a Secured Party it shall be lawful for the Bank or such Secured Party at any time without any prior notice forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit.
- 5.3 All moneys received, recovered or realised by the Bank or a Secured Party under this Deed (including the proceeds of any conversion of currency) may, at the discretion of the Bank or such Secured Party, be credited to any suspense or impersonal account and may be held in such account for so long as the Bank or such Secured Party shall think fit (with interest accruing thereon, at such rate, if any, as the Bank or such Secured Party may deem fit) pending its application from time to time (as the Bank or

such Secured Party shall be entitled to do in its discretion) in or towards the discharge of any of the moneys owing.

6. POWER OF SALE

- 6.1 At any time after the moneys owing or any part thereof become payable or after the Bank makes a demand for repayment, the Bank may exercise the powers conferred on a mortgagee by the Conveyancing and Law of Property Act, 1881 (the "Act") as varied or extended by this Deed. In the exercise of such powers, the Bank shall be free from the restrictions imposed by the Act (in particular, without prejudice to the generality of the foregoing, the restrictions set out in Section 20 of the Act) and where there is any ambiguity or conflict between the powers contained in the Act and those contained in this Deed, the terms of this Deed shall prevail. Section 17 of the Act shall not apply to this security.
- 6.2 For the purposes of Section 19 of the Act, the moneys hereby secured shall be deemed to have become due immediately upon a Secured Party making demand upon the Assignor for payment and discharge of the moneys owing or any part thereof or immediately upon the moneys owing or any part thereof becoming otherwise due and payable in accordance with the provisions of any document or instrument the obligations and liabilities of the Assignor to either Secured Party.
- 6.3 The power of sale may be exercised by the surrender of the Policy hereby secured or by acceptance of a fully paid up policy or policies in lieu thereof or in any other manner whatsoever without the Bank being liable for loss or diminution in the price obtained.

7. APPOINTMENT OF RECEIVER

In addition to any statutory power of appointing a receiver the Bank shall be entitled at any time after making demand upon the Assignor or upon the moneys owing or any part thereof becoming otherwise due and payable to appoint a receiver in respect of all or any part of the Policy upon such terms as to remuneration (and the restrictions in Section 24(6) of the Act shall not apply) and otherwise as the Bank may think fit and any receiver so appointed shall be the agent of the Assignor for all purposes, and the Assignor shall be solely responsible for his contracts, engagements, acts, defaults, omissions and losses and for liabilities incurred by him, for his misconduct and for his remuneration, and any such receiver shall have the power, either in his own name or in the name of the Assignor to do all such acts and things as he may consider necessary or desirable for the realisation of the Policy or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a receiver and to exercise and do, in relation to the Policy or any part thereof, all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same.

8. POWER OF ATTORNEY

8.1 The Assignor, by way of security, hereby irrevocably appoints the Bank or its nominee and any receiver appointed by it to be the attorney of the Assignor (with full powers of substitution and delegation) and in the Assignor's name or otherwise and on the Assignor's behalf and as the Assignor's act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, notices, documents, acts and things which the Assignor may or ought to do under the covenants and provisions contained in this Deed and generally in the Assignor's name and on the Assignor's behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by the Act on the Bank and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may deem proper in the exercise of all or any of the powers, authorities and discretions conferred on the Bank pursuant to this Deed.

8.2 The Assignor hereby ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 8.1. and all money expended by any such attorney shall be deemed to be expenses incurred by the Bank under this Deed.

9. FURTHER ASSURANCE

The Assignor shall at any time at the Assignor's own cost promptly and duly execute and do all such assurances, acts and things as the Bank may require for perfecting or protecting the security created by these presents over the Policy or any part thereof or for facilitating the realisation of the same and the exercise of all powers, authorities and discretions vested in the Bank or in any receiver of the Policy or any part thereof or in any delegate (or sub-delegate) including, without prejudice to the generality of the foregoing, to execute and sign in favour of the Bank or its nominees and to deliver to the Bank all such transfers and assignments and make all such payments, as the Bank may specify in such notice for the purpose of vesting the same in the Bank or its nominees or any purchaser absolutely, and shall, in particular, execute all mortgages, charges, transfers, conveyances, assignments and assurances of the Policy whether to the Bank or to its nominee(s) and give all notices, orders and directions which the Bank may think expedient.

10. PROTECTION OF THIRD PARTIES

10.1 The receipt of any officer of the Bank for any money which may be or become payable under the Policy shall for all purposes be a sufficient and effective discharge for the same to the assurance or insurance institution, company or society paying the same, which shall not be concerned to inquire whether at the time of such payment any money is due under this Deed.

10.2 No purchaser, mortgagee or other person dealing with the Bank shall be concerned to enquire whether the moneys owing have become payable or whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Deed or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Bank. All the protection to purchasers contained in the Act shall apply to any person purchasing from or dealing with the Bank as if the moneys owing had become due

and the statutory powers of sale in relation to the Policy had arisen on the date of this Deed.

11. COSTS

All costs, charges and expenses incurred by the Bank in relation to the execution, maintenance or enforcement of this Deed or the moneys owing shall be reimbursed by the Assignor to the Bank on demand on a full indemnity basis and until so reimbursed shall carry interest from the date of payment to the date of reimbursement (both before and after judgement, winding up and bankruptcy).

12. GENERAL

- 12.1 No delay or omission on the part on the part of the Bank in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy.
- 12.2 The Bank's rights under this Deed are cumulative and not exclusive of any rights, including, without limitation, any rights of set-off provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 12.3 Any waiver by the Bank of any terms of this Deed or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given and shall not be deemed a waiver of any subsequent breach.
- 12.4 If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 12.5 This security shall remain valid and binding for all purposes notwithstanding any change by, amalgamation, consolidation or otherwise which may be made in the constitution of the entity by which the business of the Bank or a Secured Party may from time to time be carried on and shall be available to the company carrying on that business for the time being.

13. NOTICES

- 13.1 Any demand, notice, request or other communication given hereunder on behalf of a Secured Party shall be in writing signed by an officer or agent of the Bank and (without prejudice to any other effective means of serving it) may be served on the Assignor and shall be deemed to be duly served if served on the Assignor or if left at

or sent by post, to the Assignor's registered office (as the case may be) for the time being or the address last known to the Bank or stated hereon or to any one of the Assignor's principal places of business or if sent by facsimile to any of the Assignor's principal facsimile numbers.

- 13.2 Any such communication served on the Assignor shall be deemed to be given (a) when served (if served personally on an officer of the Assignor); or (b) when dispatched (if served by facsimile); or (c) when left at the address mentioned above (if left at such address); or (d) two days after posting (if served by post) and in proving service of any such communication sent by post it shall be sufficient to show that the communication was properly addressed and posted and such proof of service shall be effected notwithstanding that it was in fact not delivered or was returned undelivered. Any communication to the Bank shall be deemed to have been given only on actual receipt by the Bank.

14. **ASSIGNMENT**

This Deed shall bind the Assignor's successors but shall not be assigned by the Assignor. The Bank shall have a full and unfettered right to assign or transfer all or any part of its rights and/or obligations under this Deed and any assignee, transferee or other successor howsoever described shall be entitled to enforce and proceed with this security in the same manner as if named herein. The Bank shall be entitled to impart to any potential assignee, transferee, successor or participant, such information about the Assignor and this Deed as the Bank shall consider appropriate and the Assignor hereby consents to such disclosure.

15. **RETENTION OF SECURITY**

In the event that for any reason whatsoever (whether by reason of insolvency, dissolution, liquidation, court protection, reorganisation or otherwise) whether by statute or otherwise any payment to the Secured Parties in respect of the obligations hereby secured is rescinded or avoided or must be restored or returned and irrespective of whether such avoidance, rescission or requirement to restore or return operates from the time of such payment or from any later date, then (notwithstanding any discharge, release or reassignment resulting in whole or in part from such avoided, rescinded, restored or returned payment given in connection with this Deed and notwithstanding that but for this provision the security hereby constituted may have been or become entitled to be released and discharged or that the Assignor may have been or become entitled to be released from the Assignor's obligations hereunder) the rights and remedies of the Bank in respect of the Policy shall be the same as if, and continue to be effective as if, no such payment had been made or discharge or release given and shall to the extent necessary be reinstated.

16. **REDEMPTION**

Upon the unconditional and irrevocable repayment or discharge of the Assignor's obligations contained herein and provided the Bank is satisfied that the Assignor has no other liability whatsoever (whether actual or contingent) to the Bank and subject to

the provisions of Clause 15, the Bank shall, at the request and cost of the Assignor, release the Policy.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Deed shall be governed by and construed in accordance with the laws of Northern Ireland and the Assignor hereby irrevocably submits to the jurisdiction of the Northern Irish Courts.
- 17.2 Nothing contained in this Clause shall limit the right of the Bank to take proceedings against the Assignor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law).
- 17.3 The Assignor irrevocably waives any objection which it may have now or in the future to the courts of Northern Ireland being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof this Deed has been executed by the Assignor the day and year first before written.

SCHEDULE

Part A

Date of Policy	Amount	No of Policy	Name of Company	Life Assured	Premium
5 June 2013	£150,000.00	A399942EL	Aviva Life and Pensions UK Limited	Ian Dermot Buchanan	£54.05 monthly from 5 June 2013 to 5 June 2028 inclusive

Part B

NOTICE OF ASSIGNMENT

To: **[Name of Insurance/Assurance Company]**

(a) **[Address]**

, 200

RE: **POLICY NUMBER [] (the "Policy")**

Dear Sirs,

[I/We] hereby give you notice that by an Assignment dated , 20 made by **[Company name] (the "Assignor")** in favour of The Governor and Company of the Bank of Ireland ("the Bank") the Assignor has assigned to the Bank by way of security all rights, title and interest in and to the Policy and all the benefit of the Policy (including all claims of whatsoever nature thereunder and returns of premiums in respect thereof).

You are hereby irrevocably directed and authorised to pay all sums and proceeds in respect of the Policy directly to the Bank.

The Assignor requests that you execute the attached Acknowledgement and send it to the Bank.

Yours faithfully,

**[for and on behalf of
[Company name]]/**

Part C

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

From: **[Name of Insurance/Assurance Company]**
[Address]

To: **Attn:**
The Governor and Company of the Bank of Ireland

, 20

(b) Re: Policy Number []

Dear Sirs,

At the request of [] we hereby confirm that any payments to be made by us pursuant to the above policy of insurance shall be made directly to you.

We hereby confirm that we have received no prior notices of assignment, the premium payments are up to date and we have no charges on such policy.

We confirm further that we shall notify you of any non-payment of premiums in respect of such policy.

Yours faithfully,

PRESENT when the Common Seal of
WEE CARE DAY NURSERIES LIMITED
was affixed hereto:

pursuant to a Resolution of its Board
of Directors

OR

EXECUTED AS A DEED by **WEE CARE DAY**
NURSERIES LIMITED acting pursuant to a
Resolution of its Board of Directors by

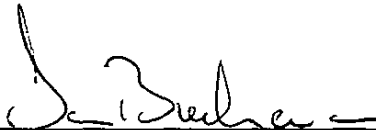
Director

Director / Secretary


OR

(continued overleaf)

EXECUTED AS A DEED by WEE CARE
DAY NURSERIES LIMITED acting by
~~Tam Buchanan~~ a Director pursuant to a
Resolution of its Board of Directors in the
presence of:



Director



Signature of Witness

LINDA. J. BELL.

Name of Witness

64 KILCOOLE PARK

Address of Witness

BELFAST BT14 8LB.

ADMINISTRATOR.

Occupation of Witness

PRESENT when the Common Seal

of **THE GOVERNOR AND COMPANY OF**

THE BANK OF IRELAND was affixed hereto: .

OR

For and on behalf of **THE GOVERNOR AND
COMPANY OF THE BANK OF IRELAND**