

AMENDMENT NO. 1 TO

GREGORY C. BEERS

This Amendment No. 1 is dated the 18th day of August, 1993, and is by and between Gregory C. Beers, ("Lessor") and Tender Years Childcare, Inc., a corporation, ("Lessee") and amends those certain Lease Agreements between Lessor and Lessee, each lease dated December 30, 1992, and recorded in Real Volume Inst # 1993-
26105, Probate Office of Shelby County, Alabama (the "Lease" or "lease").

PREAMBLE

The parties hereto desire to amend the above-referenced Leases as set forth herein in order to facilitate the Lessee obtaining financing from Central Bank of the South ("Central Bank") and otherwise as set forth herein.

FOR VALUABLE CONSIDERATION, the parties intending to be legally bound hereby, agree that the Leases are amended as follows:

Amendment

1. The following provisions are added as Sections 241 and 242:

"241. Approval of Mortgage Financing. Lessor consents to the proposed \$90,000.00 principal second leasehold estate mortgage financing with Central Bank where all of Lessee's interest in these Leases and improvements and other property situated on the Leased Premises and all rights of Lessee under these Leases, will be mortgaged and conveyed to Central Bank to secure certain indebtedness of Lessee to Central Bank. These Leases currently are not in default and, to Lessor's knowledge, no event has occurred upon which the passage of time would create a default. All provisions of these Leases are reconfirmed and are valid and enforceable.

"242. Agreements Related to Central Bank Mortgage. In the event that Lessee shall mortgage its estate in the Leased Premises to Central Bank and the holder of the indebtedness secured by such mortgage ("Mortgagee") shall notify Lessor in writing of the execution of such mortgage and of the name and place for service of notice upon such Mortgagee, then, and in such event, Lessor hereby agrees that notwithstanding any provision to the contrary herein and for the benefit of each Mortgagee from time to time:

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(a) That Lessor shall give to Mortgagee, simultaneously with service upon Lessee, a duplicate of any and all notices or demands given by Lessor to Lessee from time to time.

(b) That such Mortgagee shall have the right of performing any of the Lessee's covenants hereunder or of curing any defaults by Lessee hereunder.

(c) That Lessor shall not terminate this Lease or Lessee's right of possession for any payment default of Lessee if, within a period of thirty (30) days after the receipt by Mortgagee of notice from Lessor of Lessee's payment default, the Mortgagee cures or causes to be cured such default.

(d) That Lessor shall not terminate these Leases or Lessee's right of possession for any default, other than a payment default, if, within a period of sixty (60) days after the receipt by Mortgagee of notice from Lessor of Lessee's default, the Mortgagee cures or causes to be cured such default. In the event the default (other than a payment default) is not capable of being cured within such sixty (60) day period, if requested by Mortgagee in writing, the cure period shall be extended until such default can be cured provided that the Mortgagee or its successors or assigns or the Lessee or its successors or assigns diligently pursues the cure. In the event the default, other than a payment default, is not capable of being cured, if requested by Mortgagee in writing, these Leases will not terminate so long as all payments are made within the time provided.

(e) That, no right, privilege or option to cancel or terminate these Leases, which are available to Lessee shall be deemed to have been exercised effectively unless joined in by any such Mortgagee.

(f) Should these Leases be terminated at any time for any reason prior to its normal expiration date, then and in that event such Mortgagee shall have any irrevocable option for a period of sixty (60) days from the effective date of such termination in which to enter into new lease agreements, as Lessee, with Lessor for the remainder of the rental term hereunder and renewal option terms, on the same terms as these Leases.

(g) In the event such Mortgagee shall foreclose any such mortgage, then the Lessor agrees to recognize the Mortgagee or other purchaser at such foreclosure sale or other purchaser from the Mortgagee as the Lessee hereunder for the remainder of the rental term and renewal option periods, on the same terms as these Leases.

(h) The Mortgagee may be listed as Mortgagee under loss payable clauses on all hazard insurance policies related to the Leased premises and receive and retain all payments thereunder to the extent of the indebtedness owed to the Mortgagee by Lessee. The Mortgagee shall be entitled to receive and retain the proceeds of any condemnation or taking by "eminent domain" of all or any part of the Leased Premises to the extent of the indebtedness owed to the Mortgagee by Lessee.

(i) In the event a Mortgagee takes possession of the Leased Premises as a Lessee, said Mortgagee may, with the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, assign these Leases, and upon an assignment in accordance with this subsection, shall have no liability or responsibility under these Leases for rental payments and other obligations accruing subsequent to the assignment or transfer hereof to another Lessee and written notice thereof to Lessor.

(j) These Leases shall not be amended or modified without the prior written consent of the Mortgagee.

(k) A default under the loan, the note, second mortgage or other loan document of Lessee with Central Bank, whether for payment or otherwise which results in Central Bank accelerating the indebtedness of Lessee to Central Bank shall constitute a default under Section 18 and otherwise under these Leases and entitle Lessor to all rights and remedies under these Leases.

(l) Notwithstanding any provision to the contrary herein, written notice from Central Bank to Lessor advising that Central Bank and Lessee have entered into a second mortgage loan affecting these Leases or the Leased Premises or any right of Lessee hereunder, Lessor shall pay all money and other sums due and payable to Lessee or Lessee's heirs, including without limitation, all "equity" as defined in Section 18 of these Leases and as used in these Leases, directly to Central Bank and to no other person or entity. Upon written request of Central Bank, Lessor promptly will determine the amount of equity and pay same to Central Bank without regard to any time requirements set forth in these Leases.


2. Except as amended hereby, all provisions of the Leases shall remain in full force and effect. The effective date of this Amendment is the date first shown above.

3. The provisions hereof shall apply to the heirs, successors and assigns by the parties hereto and for the benefit of Central Bank and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment as of the 16th day of August, 1993, and have hereunto set their hands and seals.

LESSOR:

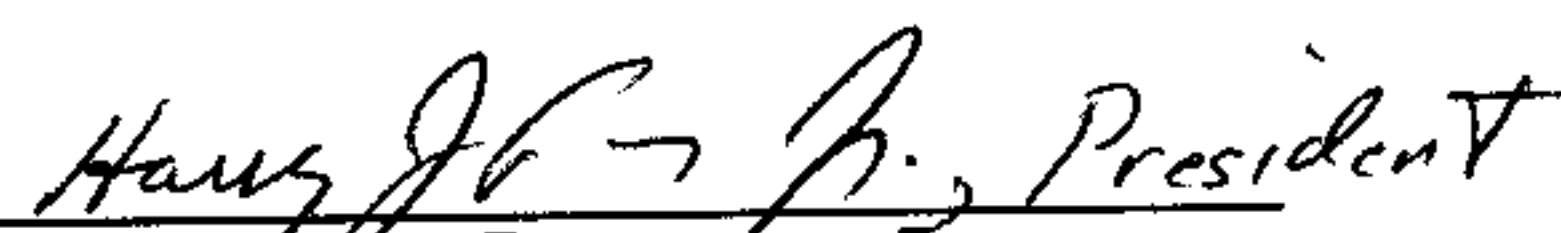
WITNESS:



Gregory C. Beers, Individually

LESSEE:

Tender Years Childcare, Inc.,
a corporation

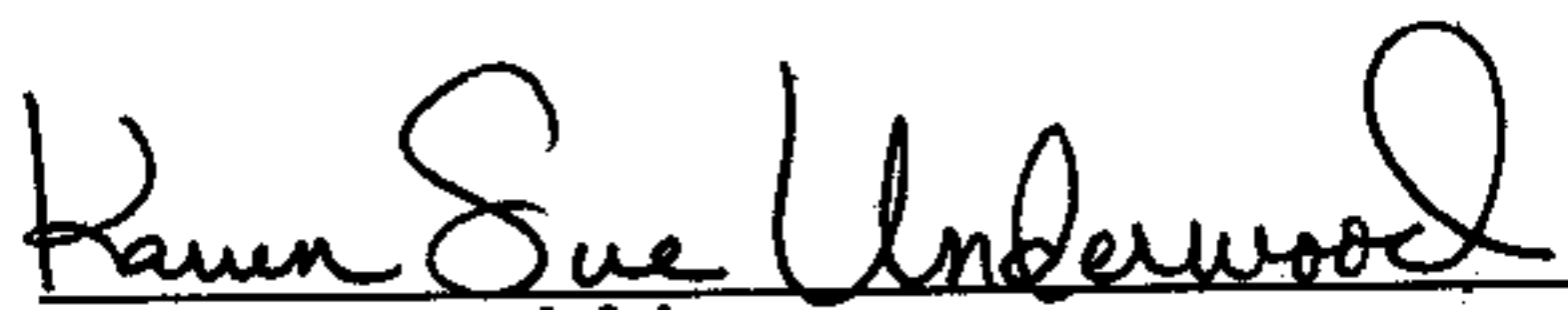


BY: Harry J. Pommer, Jr.,
ITS: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Gregory C. Beers, individually, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of August, 1993.



Notary Public

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Harry J. Pommer, Jr., whose name as President of Tender Years Childcare, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 18th day of August, 1993.

Karen Sue Underwood
Notary Public
my comm. exp. 6/23/97

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