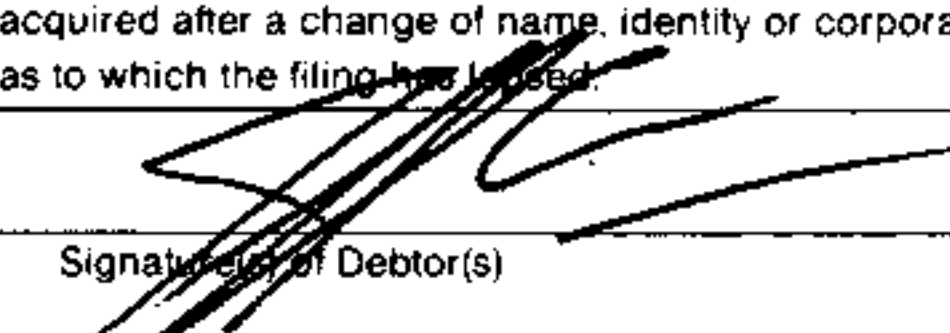
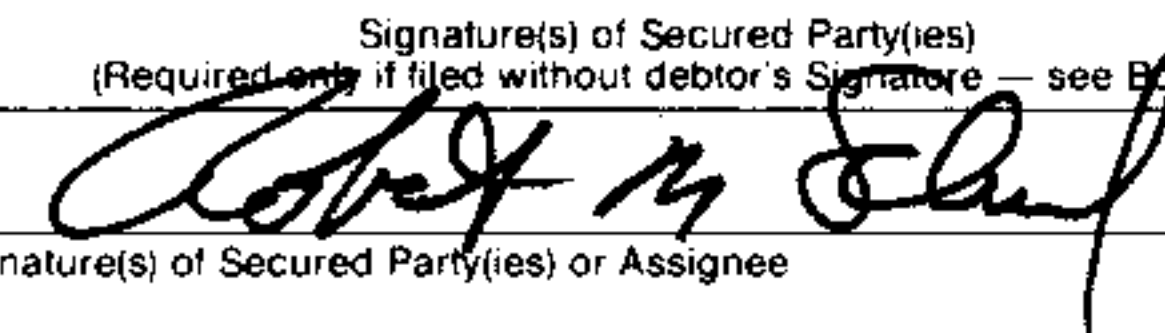


STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.																												
1. Return copy or recorded original to: Judkins M. Bryan, Esq. Steiner, Crum & Baker P. O. Box 668 Montgomery, Alabama 36101-0668 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 1994-19972 06/23/1994-19972 10:40 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 MCD 89.00																												
2. Name and Address of Debtor (Last Name First if a Person) O. M. Enterprises of Louisville, Inc. 1968 Chandalar Drive Pelham, Alabama d/b/a Children Today Social Security/Tax ID # _____																														
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____																														
☐ Additional debtors on attached UCC-E																														
3. SECURED PARTY (Last Name First if a Person) KinderCare Learning Centers, Inc. 2400 Presidents Drive Montgomery, Alabama 36116 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) ☐ Additional secured parties on attached UCC-E																												
5. The Financing Statement Covers the Following Types (or items) of Property: All personal property and fixtures described on Exhibit "A" attached hereto and incorporated herein. THIS IS A PURCHASE MONEY SECURITY INTEREST 5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <table style="margin: auto;"> <tr><td>0</td><td>0</td><td>1</td><td>_____</td></tr> <tr><td>1</td><td>0</td><td>0</td><td>_____</td></tr> <tr><td>2</td><td>0</td><td>0</td><td>_____</td></tr> <tr><td>3</td><td>0</td><td>2</td><td>_____</td></tr> <tr><td>5</td><td>0</td><td>0</td><td>_____</td></tr> <tr><td>7</td><td>0</td><td>0</td><td>_____</td></tr> <tr><td>8</td><td>0</td><td>1</td><td>_____</td></tr> </table>			0	0	1	_____	1	0	0	_____	2	0	0	_____	3	0	2	_____	5	0	0	_____	7	0	0	_____	8	0	1	_____
0	0	1	_____																											
1	0	0	_____																											
2	0	0	_____																											
3	0	2	_____																											
5	0	0	_____																											
7	0	0	_____																											
8	0	1	_____																											
Check X if covered: ☐ Products of Collateral are also covered.																														
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so): ☐ already subject to a security interest in another jurisdiction when it was brought into this state. ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state. ☐ which is proceeds of the original collateral described above in which a security interest is perfected. ☐ acquired after a change of name, identity or corporate structure of debtor. ☐ as to which the filing has been made.		7. Complete only when filing with the Judge of Probate. The initial indebtedness secured by this financing statement is \$ <u>16,000.</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____																												
8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)																														
Signature(s) of Debtor(s)  O. M. Enterprises of Louisville, Inc. Type Name of Individual or Business		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)  KinderCare Learning Centers, Inc. Type Name of Individual or Business																												

Item 5 (Continued)

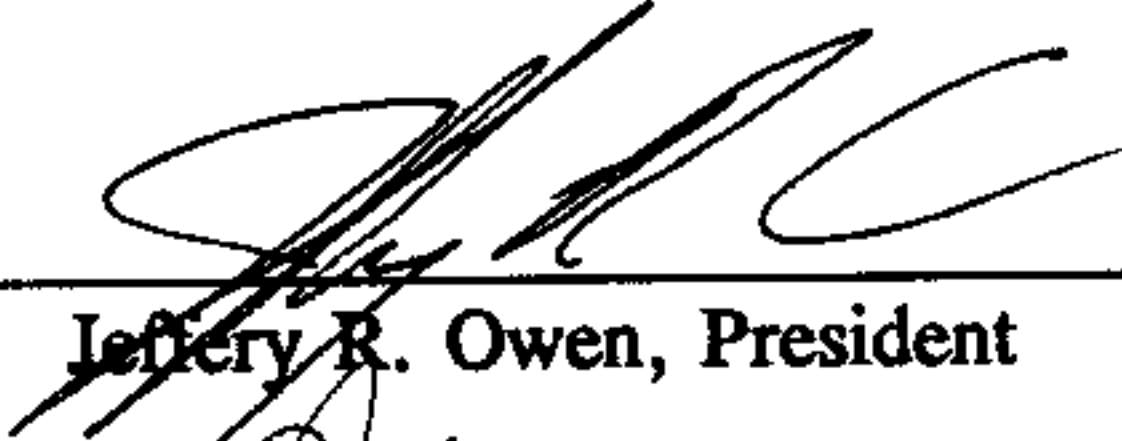
EXHIBIT A
to
FINANCING STATEMENT
filed by
O. M. ENTERPRISES, INC.,
as Debtor
and
KINDERCARE LEARNING CENTERS, INC.
as Secured Party

1994-19972

The collateral covered by this Financing Statement, of which this Exhibit A forms a part, consists of the equipment, machinery, furniture, furnishings, goods, fixtures, leasehold improvements, general intangibles, accounts receivable and personal property described in Attachment No. 1 of this Financing Statement and all other furniture, furnishings, fixtures, equipment, and personal property which shall hereafter by the terms of that certain Master Security Agreement, dated as of June 6, 1994, from Debtor to Secured Party, become a part of the "Collateral" as therein defined. The machinery, equipment, furniture, furnishings, goods, fixtures and personal property covered by this Financing Statement are located at such locations as set forth on Attachment No. 2 of this Financing Statement. Terms defined in the separate collateral agreements and not otherwise defined herein shall have the meanings given those terms in the separate collateral agreements as though set forth herein in full.

Signature(s) of Debtor:Date: 6-7-94

O. M. ENTERPRISES OF LOUISVILLE, INC.

By:  (L.S.)

Jeffery R. Owen, President

ATTEST:  (L.S.)

This instrument was prepared by and return to:
Judkins M. Bryan, Esq.
Steiner, Crum & Baker
Suite 800, First Alabama Bank Building
8 Commerce Street
Montgomery, Alabama 36104

Inst # 1994-19972

-1-

06/23/1994-19972
10:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 89.00

SHELBY COUNTY

Attachment No. 1
to
EXHIBIT A
forming a part of the
FINANCING STATEMENT
filed by
O. M. ENTERPRISES, INC.,
as Debtor
and
KINDERCARE LEARNING CENTERS, INC.
as Secured Party

Debtor hereby grants to Secured Party a continuing security interest in the following:

I

ALL leasehold improvements owned by Debtor now or hereafter situated on the hereinafter described real estate (the "*Center*") (See Attachment No. 2), and all materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor (or any one or more of them) for the purpose of or used or useful in connection with the improvements located or to be located on the Center, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said Center or not, and whether in storage or otherwise, wheresoever the same may be located.

II

ALSO, all fixtures, machinery, equipment, furniture, furnishings, goods, tools, accessories, supplies, inventory and other articles of personal property, whether tangible or intangible, now or hereafter located in, upon, on or under said Center, or any part thereof, or used or useable in connection with the maintenance, use, occupancy or enjoyment, present or future, of said property and the business conducted thereon, now owned or hereafter acquired by Debtor, its successors or assigns, including, but without limiting the generality of the foregoing, all causes of action; claims; security deposits; utility and other deposits; refunds of fees or taxes; insurance premiums; heating and air-conditioning equipment; signs; pylons; pipes; pumps; motors; plumbing, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; heating, air-cooling and air-conditioning apparatus; vacuum cleaning systems; awnings; stoves; beds; tables; chairs; desks; chests; ice making machines; televisions and radios; telephones and telephonic equipment; washers and dryers; stoves and cooking apparatus; refrigerators; furniture and furnishings; pool equipment; personal property, fixtures and equipment of every kind and

DEBTOR: O. M. ENTERPRISES OF LOUISVILLE, INC.
SECURED PARTY: KINDERCARE LEARNING CENTERS, INC.

Alabama-Shelby

description as are usually found on property of the character hereby sold or conveyed, together with any and all proceeds therefrom and any replacements thereof, which are now or may hereafter be located and situated on or in the above described Center(s) or used or intended to be used in connection therewith, including without limitation all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; and together with all proceeds (both cash and non-cash proceeds) from said property and all replacements thereof and substitutions therefor (provided, however, that the inclusion of proceeds, replacements and substitutions hereunder shall not be construed as authorizing, either expressly or by implication, the sale or other disposition of any such property without the Secured Party's prior written consent, which sale or other disposition without the Secured Party's prior written consent is hereby expressly prohibited).

III

ALSO, all of the Debtor's right, title and interest as lessor or as purchaser under any and all existing and future lease agreements, lease-purchase agreements and purchase agreements under which the Debtor may now or hereafter lease, purchase or otherwise acquire the use or possession of any fixtures, equipment, furniture, furnishings or other property of the type described in the preceding paragraph, and all of the Debtor's right, title and interest in and to any and all such property and any proceeds therefrom and substitutions or replacements thereof.

IV

ALSO, all of Debtor's present or future accounts, accounts receivable, other receivables, contract rights, chattel paper, general intangibles, money, instruments and documents and all the proceeds thereof.

V

TOGETHER with all revenues, receipts, avails, issues and profits which shall hereafter be realized, become due or be paid in connection with the operation and use of said property, reserving only the right to Debtor to collect and utilize said revenues, issues and profits so long as there is no default under said Security Agreement, the underlying note or any other instrument or agreement now or hereafter evidencing or securing the indebtedness evidenced by the underlying note.

The term "*proceeds*" as used herein shall include, without limitation, the proceeds of all insurance policies covering all or any part of the above described property. All motor vehicles are excluded from the collateral covered by this UCC financing statement.

Attachment No. 2
to
EXHIBIT A
forming a part of the
FINANCING STATEMENT
filed by
O. M. ENTERPRISES, INC.,
as Debtor
and
KINDERCARE LEARNING CENTERS, INC.
as Secured Party

The following described real property situated in Shelby County, Alabama:

Lot 4, according to Survey of Chandalar South - Office Park, as recorded in Map Book 6, Page 135, in the Office of the Judge of Probate of Shelby County, Alabama.
Situated in Shelby County, Alabama.

The name of the record owner/Lessor is:
RIME-NALL DEVELOPMENT, a partnership
Center #515

06/23/1994-19972
10:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 89.00