

20100505000139490 1/6 \$26.00
Shelby Cnty Judge of Probate, AL
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THIS DOCUMENT WAS PREPARED BY
~~AND WHEN RECORDED RETURN TO:~~

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Attention: Delilah Iovino

Return to:

Zonia N. Veal

First National Financial Title Services, Inc.

3237 Satellite Blvd, Bldg 300, Suite 450

Duluth, GA 30096

File No. H5794-D

Shelby County, Alabama

NOTICE OF RESIGNATION OF AGENT, APPOINTMENT OF SUCCESSOR AGENT AND
ASSIGNMENT OF MORTGAGE

between

BARCLAYS BANK PLC, as Assignor and Resigning Agent, and

WILMINGTON TRUST FSB, as Assignee and Successor Agent,

Relating to Premises in:

5198 Valleydale Road, Birmingham, Alabama

Executed as of April 26, 2010

Effective and Dated as of April 27, 2010

Cross Reference to Mortgage at : Instr. No. 20090113000011250

**NOTICE OF RESIGNATION OF AGENT, APPOINTMENT OF SUCCESSOR AGENT
AND ASSIGNMENT OF MORTGAGE**

This NOTICE OF RESIGNATION OF AGENT, APPOINTMENT OF SUCCESSOR AGENT AND ASSIGNMENT OF MORTGAGE, executed as of April 26, 2010, and effective and dated as of April 27, 2010, between BARCLAYS BANK PLC, a public limited company registered in England with an address at 200 Park Avenue, New York, New York 10166, as Assignor ("**Resigning Agent**"), and WILMINGTON TRUST FSB, a federal savings bank with an address of Corporate Client Services, 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, as Assignee ("**Successor Agent**"). We refer to the Credit Agreement dated as of June 25, 2008, as amended by the First Amendment to Credit Agreement dated as of October 1, 2008, among LEARNING CARE GROUP (US) NO. 2 INC., a Delaware corporation, LEARNING CARE GROUP (US) INC., a Delaware corporation ("**Holdings**") and CERTAIN SUBSIDIARIES OF HOLDINGS, as guarantors, the lenders and agents party thereto and each other party thereto from time to time (as amended, restated, supplemented or otherwise modified from time to time, the "**Original Credit Agreement**"), which Original Credit Agreement was amended and restated by that certain Amended and Restated Credit and Guarantee Agreement, dated as of April 22, 2010 (the "**Credit Agreement**"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

In connection with the Original Credit Agreement, LA PETITE ACADEMY, INC., a Delaware corporation (the "**Mortgagor**"), which owns certain real property and improvements located in Selby County, Alabama, as more fully described on Exhibit A attached hereto, granted to Resigning Agent as Collateral Agent (as defined in the Original Credit Agreement), on behalf of the Lenders, a Mortgage Security Agreement, Assignment of Rents and Leases and Fixture Filing ("**Mortgage**"), which Mortgage was recorded on January 13, 2009 as Instrument Number 20090113000011250 in the Mortgage Records of Shelby County.

In accordance with Section 10.10 of the Credit Agreement, Resigning Agent appointed Successor Agent, as Collateral Trustee, to be the agent for and representative of the Beneficiaries with respect to the Security Documents. Effective as of April 22, 2010, Resigning Agent has resigned, as the Collateral Agent, and is hereby discharged from its duties under the Mortgage, and Successor Agent hereby succeeds to and becomes vested with all the rights, powers, privileges and duties as collateral trustee under the Mortgage (in such capacity, the "**Collateral Trustee**").

Subject to, and in order to effectuate the terms and intent of, the Resignation, effective from and after the date of this Assignment:

(a) Resigning Agent hereby assigns to Successor Agent, and Successor Agent hereby assumes, all of Resigning Agent's right, title and interest as Collateral Trustee, if any, in and to the Mortgage and the property encumbered thereby, including all authority of Resigning Agent to act on behalf of the Lenders in enforcing, releasing, or assigning the Mortgage;

(b) Resigning Agent, on behalf of the Lenders, assigns to Successor Agent, on behalf of the Lenders, and Successor Agent hereby assumes, on behalf of the Lenders, all of Resigning

Agent's right, title and interest as Collateral Trustee, if any, in and to the Mortgage and the property encumbered thereby.


(c) Successor Agent shall have the exclusive right, power, and authority to exercise all rights, remedies, powers, and authority that the Mortgage would have permitted Resigning Agent to exercise, all without any joinder, confirmation, or ratification by Resigning Agent.

(d) Wherever the Mortgage refers to Resigning Agent, such reference shall be deemed to refer instead to Successor Agent.

Each of the foregoing assignments is made without representation, warranty, or recourse of any kind under this Assignment. Any such representations, warranties, or recourse shall be limited to the express terms of the Credit Agreement or the Security Documents. Resigning Agent shall have no liability for any acts or omissions of Successor Agent under the Credit Agreement. Successor Agent shall have no liability for any acts or omissions of Resigning Agent under the Original Credit Agreement, the Credit Agreement or the Security Documents.

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have executed, acknowledged, and recorded this Notice of Resignation of Agent, Appointment of Successor Agent and Assignment of Mortgage.

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BARCLAYS BANK PLC, a public limited
company registered in England, as Assignor and
Resigning Agent

By: *Diane Rolfe*
Name: **DIANE ROLFE**
Title: **DIRECTOR**

ACKNOWLEDGMENT

State of New York

County of New York ss.:

On the 26th day of April in the year 2010 before me, the undersigned, personally
appeared Diane Rolfe, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the
person upon behalf of which the individual(s) acted, executed the instrument.

Francine Piazza
Signature and Office of individual
taking acknowledgment

FRANCINE PIAZZA
Notary Public, State of New York
No. 01PI6209851
Qualified in New York County
Commission Expires Aug. 3, 2012



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Consented to and accepted:

WILMINGTON TRUST FSB,
a federal savings bank, as Assignee and
Successor Agent

By: 

Name: Peter Finkel

Title: Vice President

ACKNOWLEDGMENT

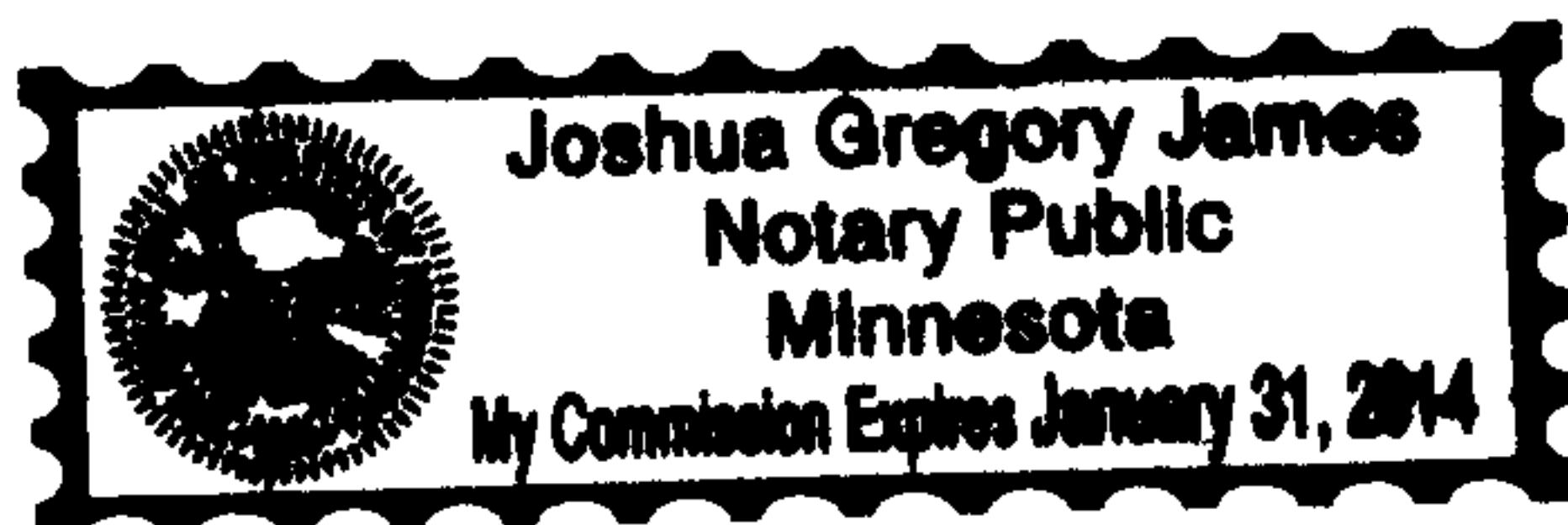
STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of
April, 2010, by Peter Finkel the Vice President of
Wilmington Trust FSB, a federal savings bank, on behalf of the corporation.


(Notarial Seal)




Notary Public

My commission expires: 1/31/14

EXHIBIT A
Legal Description


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A parcel of land situated in Section 1, Township 19 South, range 2 West, Shelby County, Alabama and more particularly described as follows:

From the Northeast corner of Lot 12, Block 5, Applecross – A Subdivision of Inverness, being recorded in Map Book 6, Page 42B, in the Office of the Judge of Probate, Shelby County, Alabama ; run in a Southeasterly direction by deflecting 114 degrees 58 minutes 49 seconds right from the East line of Lot 13 in said Subdivision for a distance of 814.88 feet to the Point of Beginning of the parcel herein described; said point being on the Northwest right of way line of Valleydale Road; thence turn an angle of 85 degrees 07 minutes 11 seconds right and run in a Southwesterly direction 194.98 feet along said right of way line of Valleydale Road; thence turn an angle of 1 degree 33 minutes 30 seconds right and continue along said right of way in a Southwesterly direction for 79.27 feet; thence turn an angle of 88 degrees 03 minutes 30 seconds right and turn Northwesterly 193.58 feet; thence turn an angle of 81 degrees 34 minutes right and run Northerly 142.55 feet; thence turn 67 degrees 04 minutes right and run in a Northeasterly direction 255.88 feet to the point of beginning; being situated in Shelby County, Alabama.

As further described on that certain ALTA/ACSM Survey made by Orchard Advisory LLC Surveyors, Job No. 32497, Dated November 14, 2007.

All that tract or parcel of land containing 1.00 acres more or less situated in Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a point at the Northeast corner of Lot 12, Block 5, Applecross – A Subdivision of Inverness, being recorded in Map Book 6, Page 426, in the office of the Judge of Probate, Shelby County, Alabama; thence run South 46° 52' 11" East, for a distance of 814.88 feet to a point on the Northwest right of way margin of Valleydale Road, said point being the True Point of Beginning; thence run along said Northwest right of way margin of Valleydale Road, South 38° 15' 00" West, for a distance of 194.98 feet to a point; thence run South 39° 48' 30" West , for a distance of 79.27 feet to a point; thence Leaving said Northwest right of way margin of Valleydale Road, run North 52° 08' 00" West for a distance of 193.58 feet to a point; thence run North 29° 26' 00" East, for a distance of 142.55 feet to a point; then run South 83° 30' 00" East, for a distance of 142.55 feet to a point; thence run South 83° 30' 00" East, for a distance of 255.88 feet to a point on said Northwest right of way margin of Valleydale Road, said point being the True Point of Beginning.

Land containing 43444.99 SQ. FT. and 1.00 acres.

Map/Parcel ID: 10-1-01-0-001-003.002
