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Shelby Cnty Judge of Probate, AL  
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THIS DOCUMENT WAS PREPARED BY  
~~AND WHEN RECORDED RETURN TO:~~

Salans LLP  
Rockefeller Center  
620 Fifth Avenue  
New York, NY 10020  
Attention: Jody Saltzman, Esq., an out-of-state attorney

Return to:  
Zonia N. Veal  
First National Financial Title Services, Inc.  
3237 Satellite Blvd. Bldg 300, Suite 450  
Duluth, GA 30096  
File No. 145794-15

Shelby County, Alabama

## AGREEMENT REGARDING MORTGAGE PRIORITY

between

BARCLAYS BANK PLC, as Senior Loan Agent,

TCW/CRESCENT MEZZANINE PARTNERS VB, L.P., as Senior Notes Representative,

and

WILMINGTON TRUST FSB, as Collateral Trustee,

Relating to Premises in:  
5198 Valleydale Road, Birmingham, Alabama

Executed as of May 17, 2010  
Effective and Dated as of May 16, 2010

## AGREEMENT REGARDING MORTGAGE PRIORITY

This AGREEMENT REGARDING MORTGAGE PRIORITY (this “**Agreement**”) is executed as of May 17, 2010, and effective and dated as of May 26, 2010, among BARCLAYS BANK PLC, a public limited company registered in England with an address at 200 Park Avenue, New York, New York 10166 (“**Senior Loan Agent**”), TCW/CRESCENT MEZZANINE PARTNERS VB, L.P., a Delaware limited partnership with an address at 1261 Avenue of the Americas, New York, New York 10020 (the “**Senior Notes Representative**”) and WILMINGTON TRUST FSB, a federal savings bank with an address of Corporate Client Services, 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402 (“**Collateral Trustee**”).

Reference is made in this Agreement to:

(1) that certain 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 (the “**Company**”), LEARNING CARE GROUP (US) INC., a Delaware corporation (“**Holdings**”) and CERTAIN SUBSIDIARIES OF HOLDINGS, as guarantors, Senior Loan Agent and the other 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 Senior Loan Agreement**”), which Original Senior Loan Agreement was amended and restated by that certain Amended and Restated Credit and Guarantee Agreement, dated as of April 27, 2010 (the “**Senior Loan Agreement**”);

(2) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing encumbering the real property described in Exhibit A, made by LA PETITE ACADEMY, INC., a Delaware corporation (the “**Mortgagor**”) to Senior Loan Agent (in its capacity as Collateral Agent under the Original Senior Loan Agreement) to secure the indebtedness under the Original Senior Loan Agreement, recorded on January 13, 2009 as Instrument Number 20090113000011250 in the Mortgage Records of Shelby County, as assigned by Senior Loan Agent to Collateral Trustee pursuant to an Assignment of Mortgage dated as of April 27, 2010 and recorded on May 5, 2010 as Instrument Number 2010050500013498 in the Mortgage Records of Shelby County (as so assigned, the “**Senior Loan Mortgage**”), which Senior Loan Mortgage currently secures the indebtedness under the Senior Loan Agreement;

(3) that certain Note Purchase and Guarantee Agreement, dated as of April 27, 2010, among the Company, Holdings, LA PETITE HOLDINGS, INC., a Delaware corporation, LEARNING CARE GROUP INC., a Michigan corporation, certain subsidiaries of Holdings and the Company as guarantors, Senior Notes Representative and the other note purchasers from time to time parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”);

(4) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing encumbering the real property described in Exhibit A, dated May 13, 2010 and by Mortgagor to Collateral Trustee to secure the indebtedness under the Note Purchase Agreement (the “**Senior Notes Mortgage**”), previously submitted for recording in the Mortgage Records of Shelby County; and

(5) that certain Collateral Trust Agreement dated as of April 27, 2010, by and among Holdings, the Company and certain of their subsidiaries party thereto, including Mortgagor, as grantors, Senior Loan Agent, Senior Notes Representative and Collateral Agent (the “**Collateral Trust Agreement**”).

Capitalized terms used in this Agreement and not otherwise defined have the meanings given in the Collateral Trust Agreement.

Senior Loan Agent (on its own behalf and on behalf of the other lenders under the Senior Loan Agreement), Senior Notes Representative (on its own behalf and on behalf of the other purchasers under the Note Purchase Agreement) and Collateral Trustee hereby agree and acknowledge that:

A. The payment and satisfaction of all of the Priority Lien Obligations arising under the Senior Loan Agreement and all of the Priority Lien Obligations arising under the Note Purchase Agreement, subject to the distribution provisions in the Collateral Trust Agreement relating to Priority Liens, shall be secured equally and ratably by the Lien of the Senior Loan Mortgage established in favor of the Collateral Trustee for the benefit of the lenders under the Senior Loan Agreement, and by the Lien of the Senior Notes Mortgage established in favor of the Collateral Trustee for the benefit of the purchasers under the Note Purchase Agreement.

B. Notwithstanding: (i) anything to the contrary contained in the Senior Loan Mortgage or the Senior Notes Mortgage, (ii) the time of incurrence of any Priority Lien Obligations arising under the Senior Loan Agreement or the Note Purchase Agreement; (iii) the order or method of attachment or perfection of the security interests granted pursuant to the Senior Loan Mortgage and the Senior Notes Mortgage as security for the Priority Lien Obligations arising under the Senior Loan Agreement and the Priority Lien Obligations arising under the Note Purchase Agreement, respectively; (iv) the time or order of filing of the Senior Loan Mortgage and the Senior Notes Mortgage, or any financing statements or other documents filed or recorded to perfect any Lien upon the real property described in Exhibit A or any other property encumbered by the Senior Loan Mortgage and the Senior Notes Mortgage (collectively, the “**Mortgaged Property**”); (v) the time of taking possession or control over the Mortgaged Property; (vi) that either of the Senior Loan Mortgage or the Senior Notes Mortgage may not have been perfected or may be or have become subordinated, by equitable subordination or otherwise, to any other Lien; and (vii) the rules for determining priority under any law governing relative priorities of Liens:

(1) the Lien rights of the Collateral Trustee with respect to the Mortgaged Property under the Senior Loan Mortgage shall be of equal priority with the Lien rights of the Collateral Trustee with respect to the Mortgaged Property under the Senior Notes Mortgage;

(2) the Liens granted by Mortgagor pursuant to the Senior Loan Mortgage and the Senior Notes Mortgage will secure, subject to the distribution provisions in the Collateral Trust Agreement, equally and ratably, all current and future Priority Lien Obligations arising under the Senior Loan Agreement and all




current and future Priority Lien Obligations arising under the Note Purchase Agreement; and

(3) all proceeds of all Liens on the Mortgaged Property granted at any time by Mortgagor to the Collateral Trustee will be allocated and distributed on account of the Priority Lien Obligations in accordance with the Collateral Trust Agreement.

**IN WITNESS WHEREOF**, Senior Loan Agent, Senior Notes Representative and Collateral Trustee have executed, acknowledged, and recorded this Agreement Regarding Mortgage Priority as of the date first written above.

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**BARCLAYS BANK PLC**, a public limited  
company registered in England, as  
Senior Loan Agent

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

### ACKNOWLEDGMENT

State of New York

County of New York ss.:

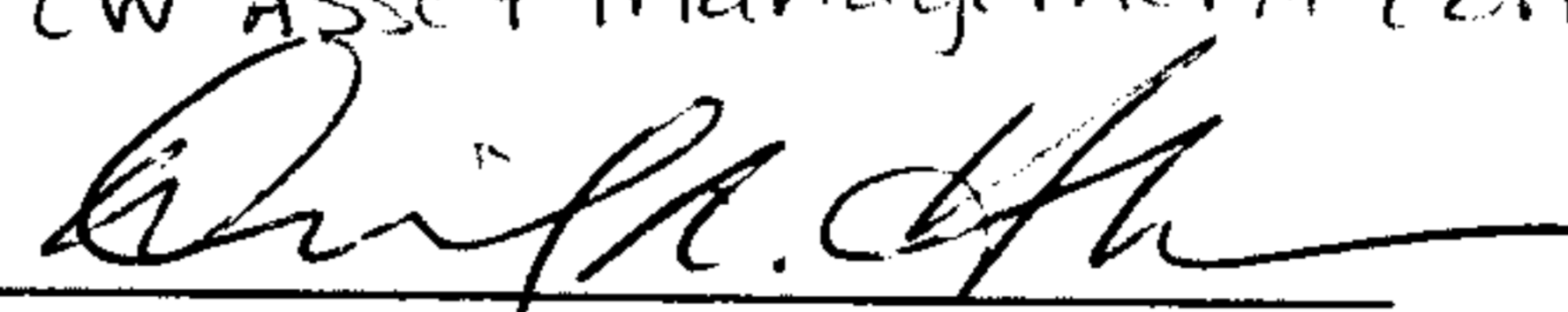
On the 24 day of May in the year 2010 before me, the undersigned, personally appeared Diane Rolfe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

*Leatrice Harris*  
Signature and Office of individual  
taking acknowledgment

LEATRICE HARRIS  
Notary Public, State of New York  
No. 01HA6179915  
Qualified in Queens County  
Commission Expires Dec. 31, 2011



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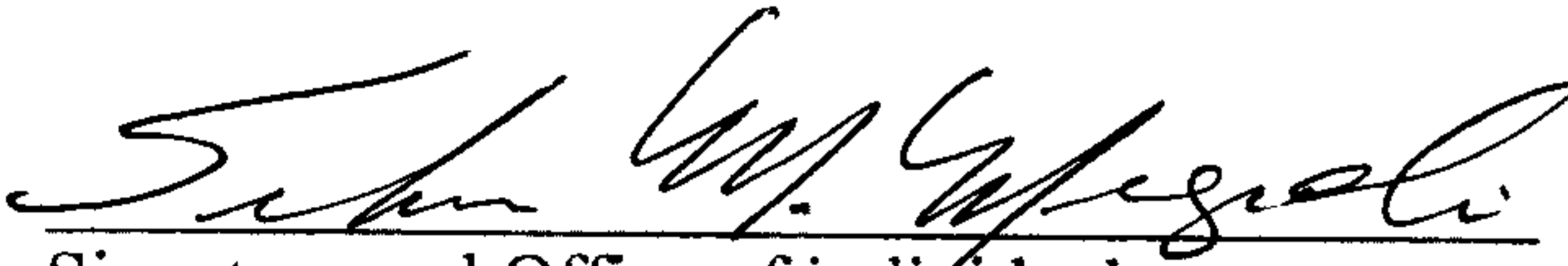
TCW/CRESCENT/MEZZANINE <sup>PARTNERS</sup> VB, L.P., a  
Delaware limited partnership, as Senior Notes  
Representative  
By: TCW/Crescent Mezzanine Management V, L.L.C.  
By: TCW Asset Management Company  
By:   
Name: Daniel Honeker  
Title: Senior Vice President

## ACKNOWLEDGMENT

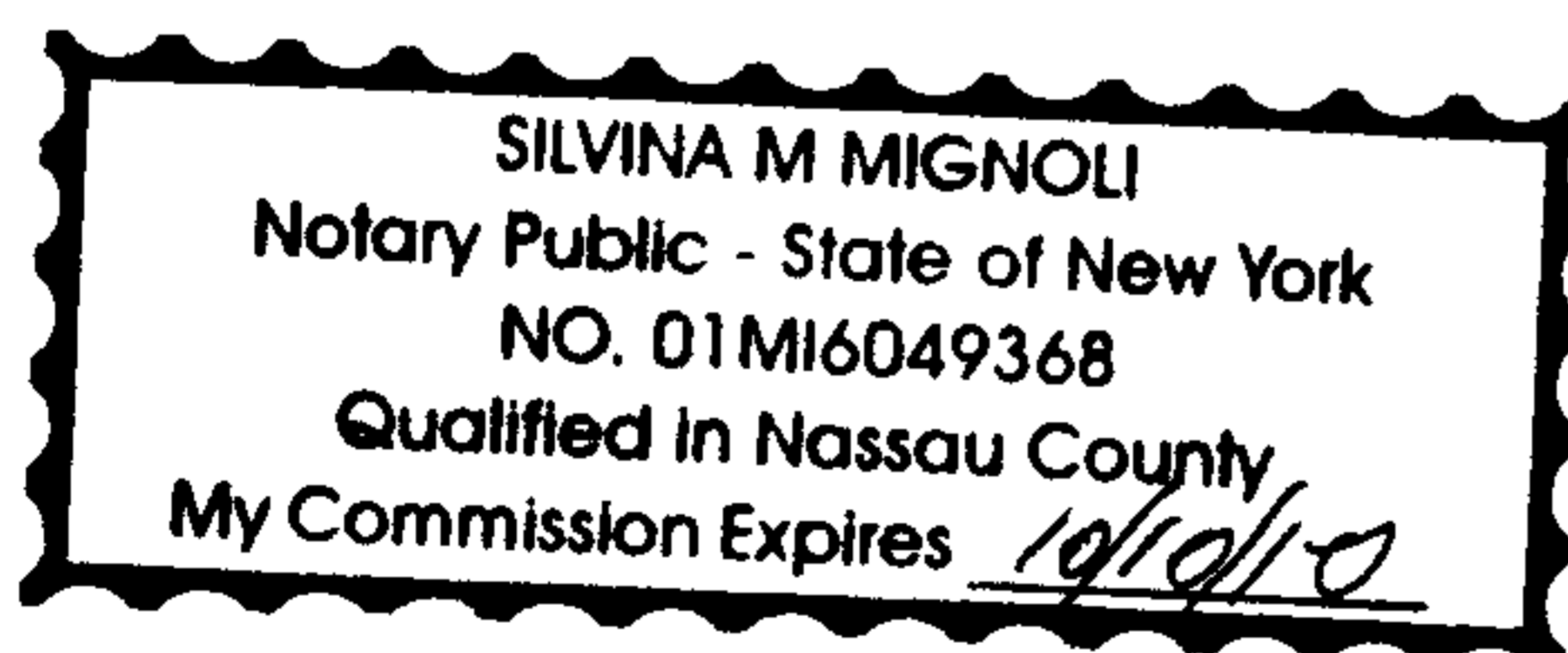
State of New York )

County of New York ) ss.:

On the 17 day of May in the year 2010 before me, the undersigned, personally appeared Daniel Honeker, 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.



Signature and Office of individual  
taking acknowledgment





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WILMINGTON TRUST, FSB, a federal savings  
bank, as Collateral Trustee

By: 

Name: Peter Finkel

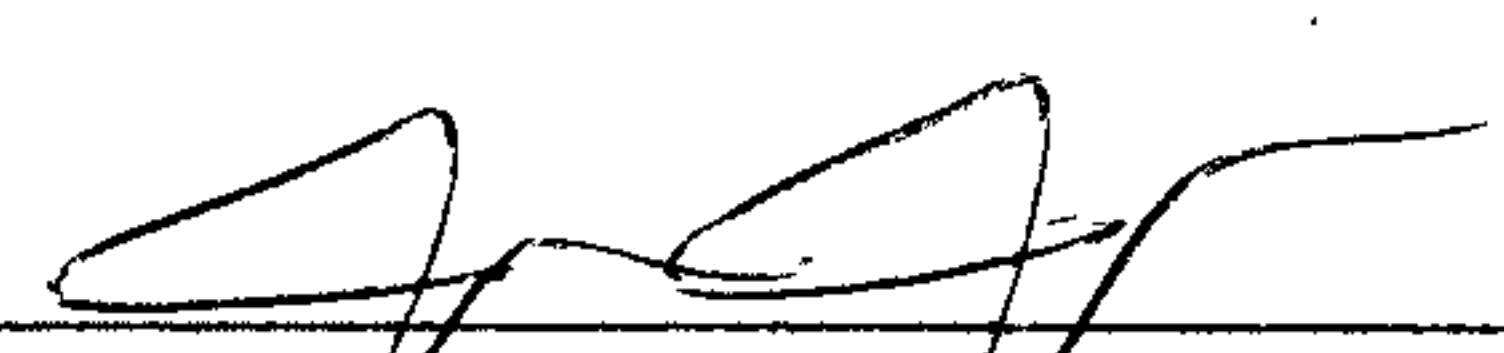
Title: Vice President

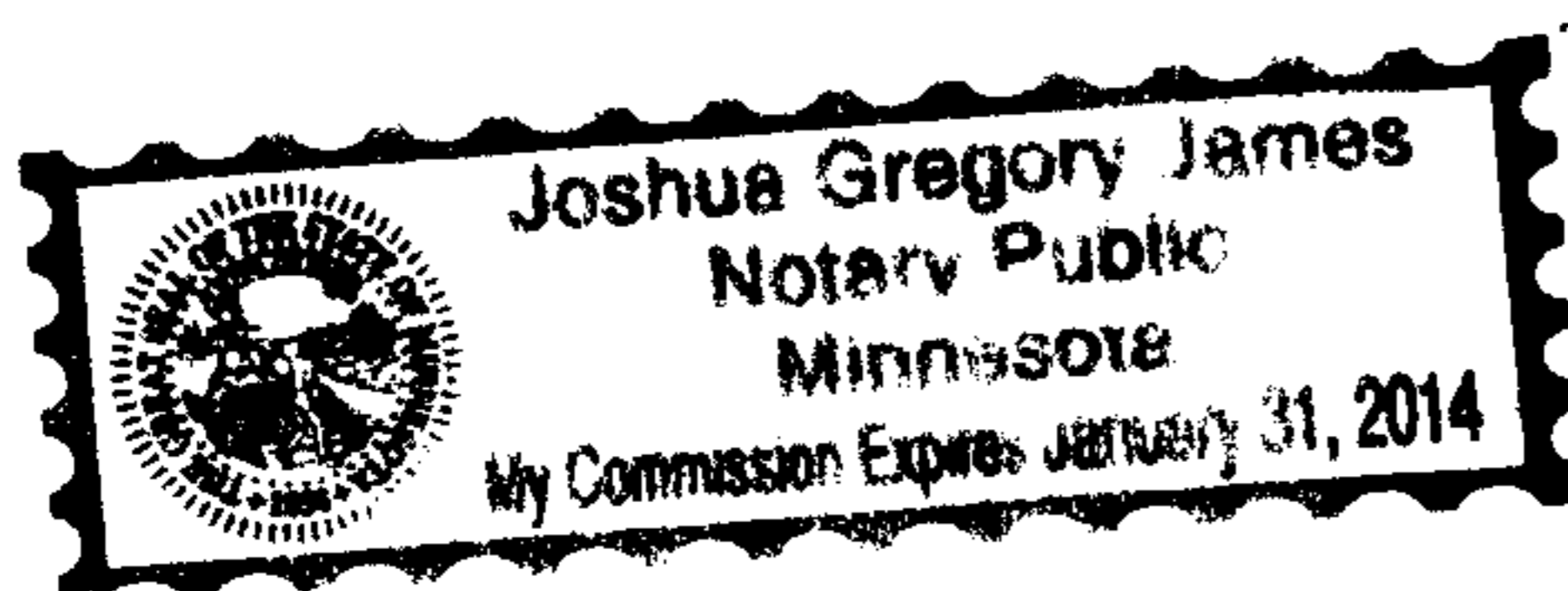
## ACKNOWLEDGMENT

State of Minnesota )

County of Hennepin ) ss.:

On the 17<sup>th</sup> day of May in the year 2010 before me, the undersigned, personally appeared Peter Finkel, 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.

  
\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment



My commission expires: 1/31/11

**EXHIBIT A**  
**Legal Description**

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 428, 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 TURN 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 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; 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 43544.99 SQ. FT. AND 1.00 ACRES.

THE PROPERTY DESCRIBED AND SHOWN IS THE SAME PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE COMPANY COMMITMENT NUMBER 07-725108270-DN, DATED JULY 16, 2007. THIS SITE WAS FIELD SURVEYED ON NOVEMBER 14, 2007.