

Return to:  
Zonia N. Veal  
First National Financial Title Services, Inc.  
3237 Satellite Blvd, Bldg 300, Suite 450  
Duluth, GA 30096  
File No. H8045-K

~~RECORDING REQUESTED BY AND~~  
~~WHEN RECORDED RETURN TO:~~

*Prepared by:*

Salans LLP  
Rockefeller Center  
620 Fifth Avenue  
New York, NY 10020  
Attention: Jody Saltzman, Esq.



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Shelby Cnty Judge of Probate, AL  
04/18/2013 12:36:30 PM FILED/CERT

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Shelby County, Alabama

AMENDED AND RESTATED 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, NATIONAL ASSOCIATION, as Collateral Trustee,

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

Executed as of April 2, 2013  
Effective as of February 1, 2013

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**AMENDED AND RESTATED AGREEMENT  
REGARDING MORTGAGE PRIORITY**

This AMENDED AND RESTATED AGREEMENT REGARDING MORTGAGE PRIORITY (this “**Agreement**”) is executed as of April 2, 2013, and effective as of February 1, 2013, 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, NATIONAL ASSOCIATION (successor by merger to Wilmington Trust FSB) a national banking association with an address of 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402 (“**Collateral Trustee**”).

Reference is made in this Agreement to:

(1) that certain Amended and Restated Credit and Guarantee Agreement, dated as of April 27, 2010, 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 by a certain First Amendment thereto dated as of September 28, 2012, and by a certain Second Amendment thereto dated as of October 19, 2012, and by a certain Third Amendment thereto dated as of December 27, 2012 (the “**Original Senior Loan Agreement**”), and as amended and restated on February 1, 2013 pursuant to a certain Second Amended and Restated Credit and Guarantee Agreement (the “**Senior Loan Amendment**”);

(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 “**Grantor**”) to Senior Loan Agent (in its capacity as Collateral Agent under the Original Senior Loan Agreement), recorded on January 13, 2009 as Instrument Number 20090113000011250 with the Shelby County Judge of Probate, 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 20100505000139490 with the Shelby County Judge of Probate (the “**County Records**”), as the same is being amended by that certain Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of the date hereof and submitted for recording in the County Records concurrently with this Agreement (the “**Senior Loan Mortgage**”);

(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 by a certain First Amendment thereto dated as of September 28, 2012, and by a certain Second Amendment thereto dated as of October 19, 2012, and by a certain Third Amendment thereto dated as of December 27, 2012 (the “**Original Note Purchase Agreement**”), and by a certain Fourth Amendment thereto dated as of February 1, 2013 (the



**“Fourth Note Purchase Amendment”**) (the Original Note Purchase Agreement, as amended by the Fourth Note Purchase Amendment, 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 made by Grantor to Collateral Trustee to secure the indebtedness under the Note Purchase Agreement, recorded as Instrument Number 20100525000166390 in the County Records (the **“Original Senior Notes Mortgage”**), as the same is being amended by that certain First Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, by and between Grantor and Collateral Trustee dated as of the date hereof and submitted for recording in the County Records concurrently with this Agreement (as so further amended, the **“Senior Notes Mortgage”**);

(5) that certain Amended and Restated Collateral Trust Agreement, dated as of February 1, 2013 by and among Holdings, the Company and certain of their subsidiaries party thereto, including Grantor, as grantors, Senior Loan Agent, Senior Notes Representative and Collateral Trustee (the **“Collateral Trust Agreement”**), which Collateral Trust Agreement has amended, restated and replaced in its entirety a certain Collateral Trust Agreement among said parties dated as of April 27, 2010 (the **“Original CTA”**); and

(6) that certain Agreement Regarding Mortgage Priority dated as of May 26, 2010, and recorded June 18, 2010 in Instrument Number 20100618000194400 in the County Records, by and among the Senior Loan Agent, the Senior Notes Representative and Wilmington Trust FSB, a federal savings bank (the **“Original Mortgage Priority Agreement”**).

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

**WHEREAS**, the Senior Loan Mortgage currently secures the indebtedness under the Senior Loan Agreement and the Senior Notes Mortgage currently secures the indebtedness under the Note Purchase Agreement;

**WHEREAS**, under the Original CTA, Senior Loan Agent and Senior Notes Representative had agreed that all “Priority Lien Obligations” (as defined in the Original CTA) arising under the Original Senior Loan Agreement and the Original Note Purchase Agreement were secured equally and ratably by all Collateral, which equal and ratable lien priority was established specifically with respect to the property pursuant to the Original Mortgage Priority Agreement and the Original Senior Notes Mortgage; and

**WHEREAS**, in connection with the transactions contemplated by the Senior Loan Amendment and the Fourth Note Purchase Amendment, and pursuant to the Collateral Trust Agreement, Senior Loan Agent and Senior Notes Representative have agreed to modify the agreements set forth in the Original CTA and the Original Mortgage Priority Agreement, and to provide for the subordination of all obligations arising under the Note Purchase Agreement to all obligations arising under the Senior Loan Agreement, as more particularly set forth herein.

**NOW, THEREFORE**, 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



desire to amend, restate and replace in its entirety the Original Mortgage Priority Agreement with the terms of this Agreement. The aforementioned parties hereby agree and acknowledge that:

A. The payment and satisfaction of all of the obligations arising under the Senior Loan Agreement (the “**First Lien Obligations**”) shall be secured on a first priority basis 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 the payment and satisfaction of the obligations arising under the Note Purchase Agreement (the “**Second Lien Obligations**”) shall be secured on a second priority basis 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. Subject to the distribution provisions in the Collateral Trust Agreement, the payment and satisfaction of all the First Lien Obligations under the Senior Loan Agreement will be senior to the payment and satisfaction of all the Second Lien Obligations under the Note Purchase Agreement.

B. Notwithstanding: (i) anything to the contrary in either of the Original Senior Notes Mortgage or the Original Mortgage Priority Agreement; (ii) the time of incurrence of any First Lien Obligations under the Senior Loan Agreement or Second Lien Obligations under 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 First Lien Obligations under the Senior Loan Agreement and the Second Lien Obligations 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/or (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 senior to the Lien rights of the Collateral Trustee with respect to the Mortgaged Property under the Senior Notes Mortgage;

(2) the Liens granted by Grantor pursuant to the Senior Loan Agreement will secure, subject to the distribution provisions in the Collateral Trust Agreement, all current and future First Lien Obligations under the Senior Loan Agreement;

(3) the Liens granted by Grantor pursuant to the Senior Notes Mortgage will secure, subject to the distribution provisions in the Collateral Trust Agreement, all current and future Second Lien Obligations under the Note Purchase Agreement;


(4) the Liens granted by Grantor pursuant to the Senior Notes Mortgage are subject and subordinate to the Liens granted by Grantor pursuant to the Senior Loan Mortgage in all respects; and

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

The Original Mortgage Priority Agreement is hereby amended, restated and replaced in its entirety and as such is of no further force and effect from and after the date hereof.

*[Signatures Appear on the Following Pages]*

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

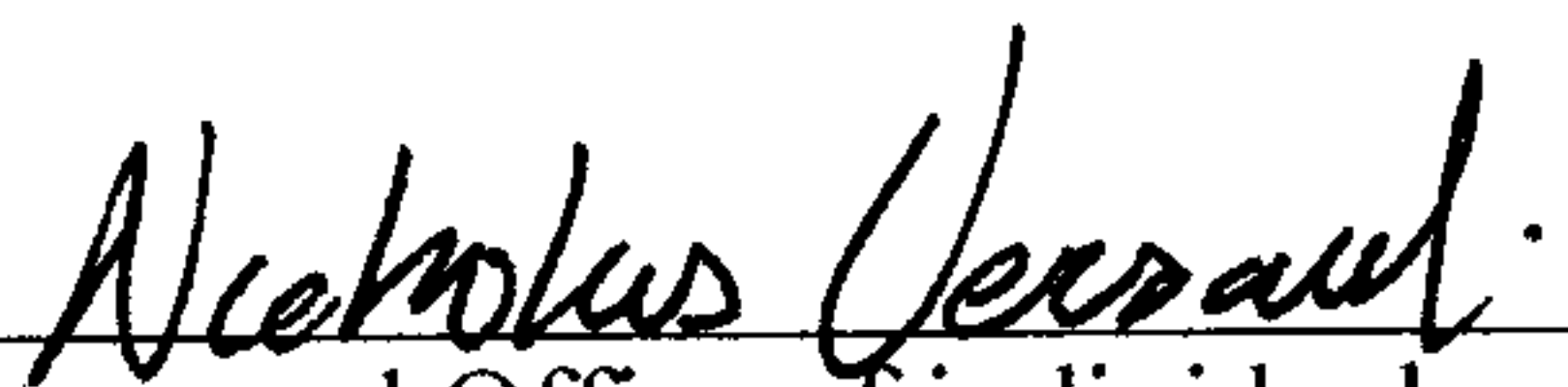
By:   
Name: Noam Azachi  
Title: Vice President

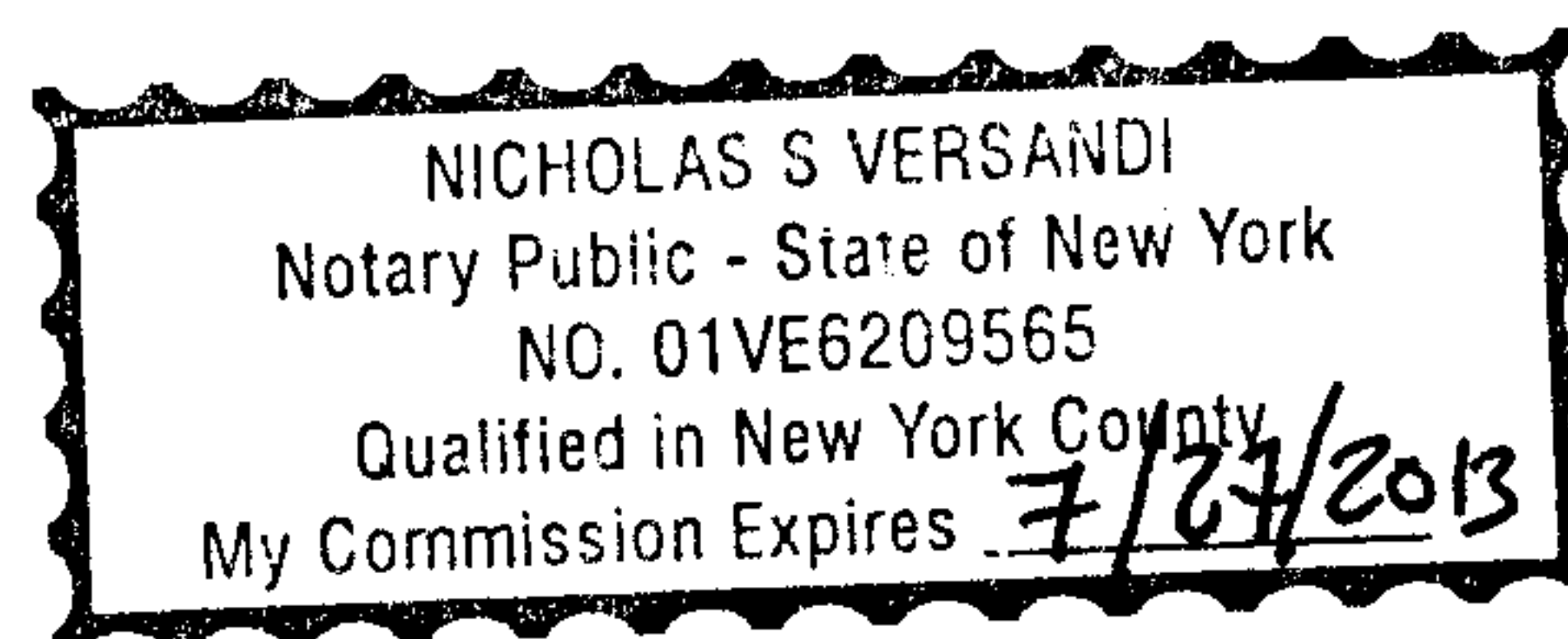
### ACKNOWLEDGMENT

State of New York     )

County of New York ) ss.:

On the 28<sup>th</sup> day of March in the year 2013 before me, the undersigned, personally appeared Noam Azachi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of individual  
taking acknowledgment



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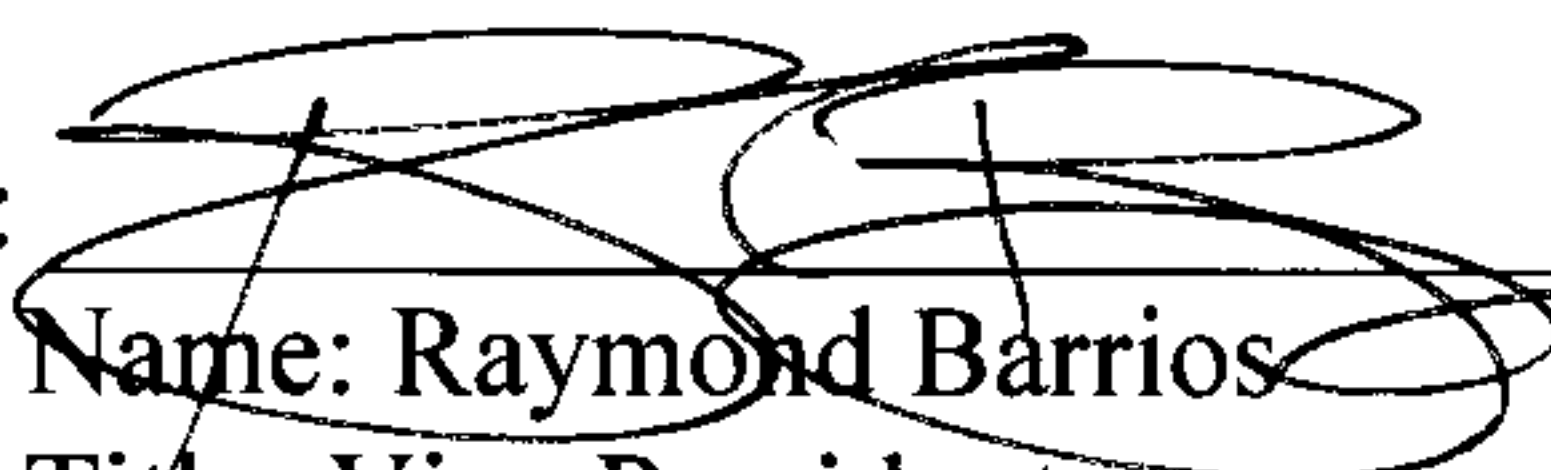
**TCW/CRESCENT MEZZANINE PARTNERS  
VB, L.P.**, a Delaware limited partnership, as Senior  
Notes Representative

By: TCW/Crescent Mezzanine Management V,  
L.L.C., its Investment Manager

By: Crescent Capital Group LP, its sub-advisor

By: Crescent Capital GP LLC, its general partner

By:   
Name: Kimberly Grant  
Title: Senior Vice President

By:   
Name: Raymond Barrios  
Title: Vice President

## ACKNOWLEDGMENT

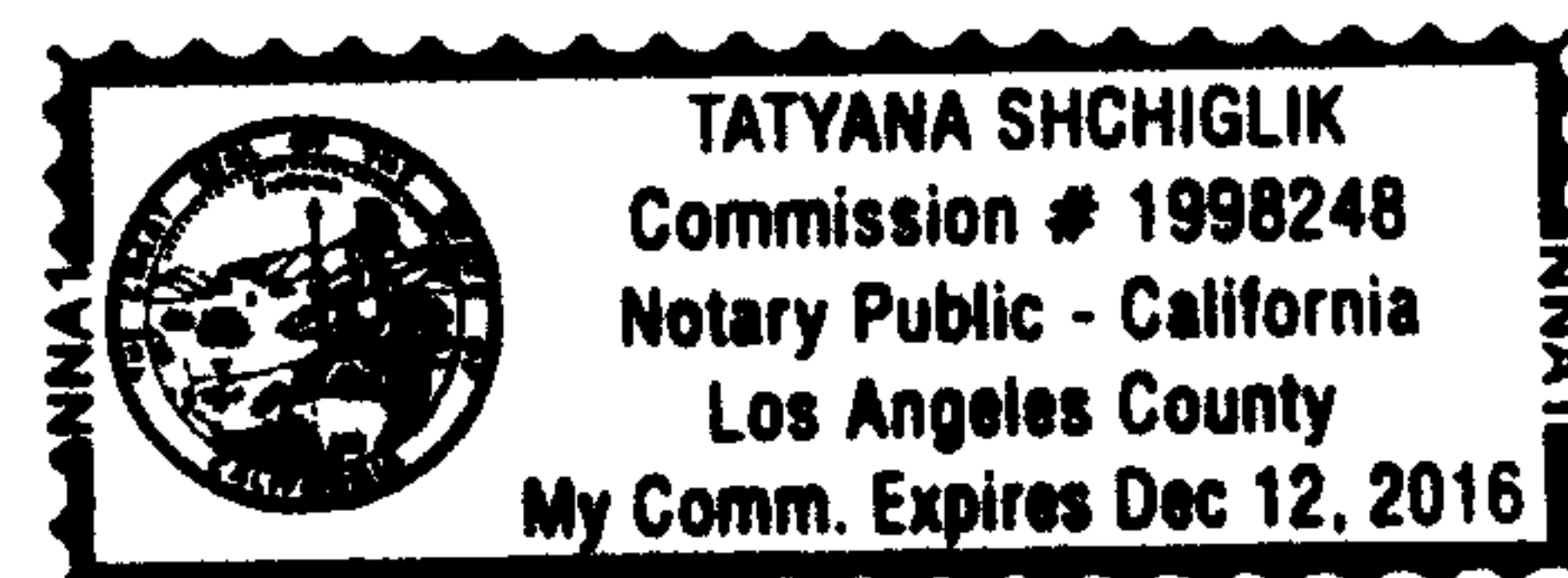
State of California  
County of Los Angeles


On April 1, 2013 before me, Tatyana Shchiglik, Notary Public, personally appeared Kimberly Grant and Raymond Barrios, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:   
Signature of Notary Public



  
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**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Trustee**

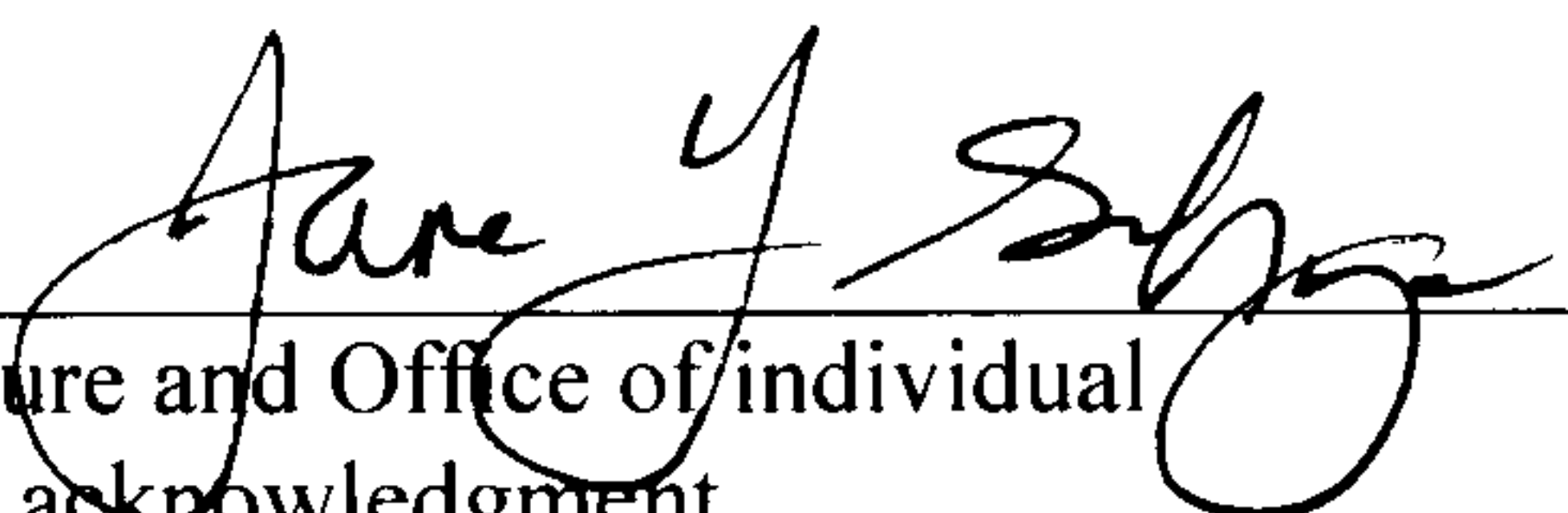
By:   
Name: Renee Kuhl  
Title: Vice President

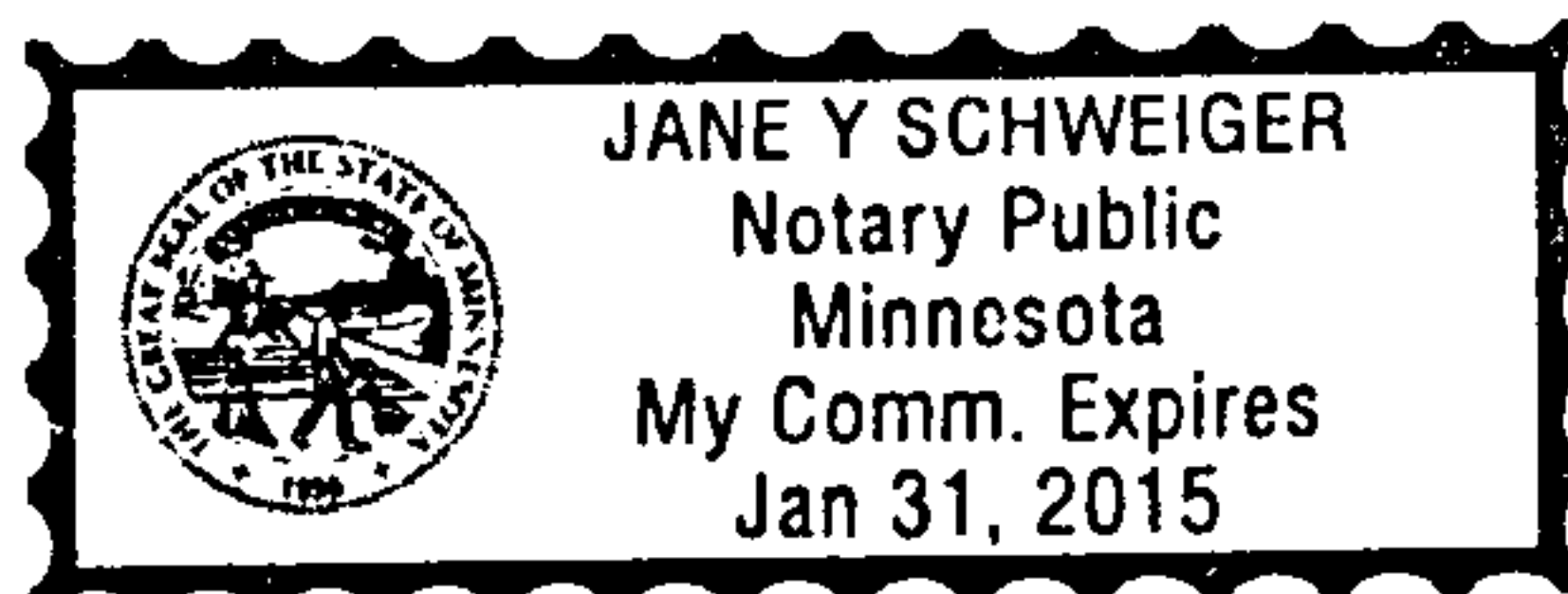
**ACKNOWLEDGMENT**

State of Minnesota )


County of Hennepin ) ss.:

On the 28<sup>th</sup> day of March in the year 2013 before me, the undersigned, personally appeared Renee Kuhl, 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: 1-31-2015

  
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## 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.



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