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provided further that the lease payments under said lease between Kinder-Care Learning Centers, Inc. and the Company shall be at least equal to the amount required to service the debt for which such properties are security plus a fair allocable portion of any other debt of the Company at the time of the execution of said lease or which may thereafter be incurred. The allocable portion of other debt as stated above shall be that amount reasonably agreed upon between the Trustee, the Company and Kinder-Care Learning Centers, Inc."

ARTICLE III:

3.01 Notwithstanding anything contained in the Original Trust Deed, the covenants and restrictions attaching to the Company under the Original Trust Deed are hereby waived, revised and amended to such extent as may be required in order to permit the amalgamation with a company incorporated under the laws of Canada called Kinder Canada Limited ("Kinder Canada") and thereby the assumption by such amalgamated company of the following obligations:

SIMKIN, CANTOR, GOLTSMAN & ROSENBERG

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