

WHEREAS, pursuant to an agreement dated December 18, 1974, (the "Agreement"), American Day has agreed to assign and Mini-Skools has agreed to accept and assume all of American Day's right, title, interest and obligations in the Lease,

NOW, THEREFORE, in consideration of the premises, the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed:

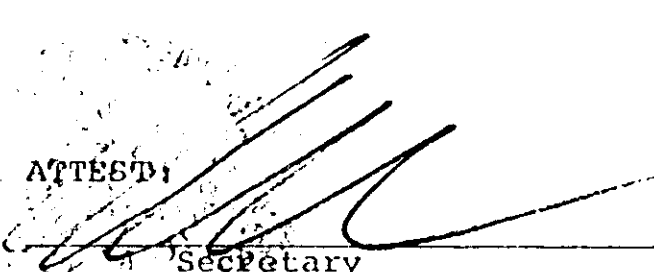
1. American Day does hereby grant, release, assign, transfer and set over to Mini-Skools, its successors and assigns, all of its right, title and interest under the Lease.
2. Mini-Skools accepts the assignment of the Lease and assumes all of American Day's right, title, interest and obligations thereunder.
3. Mini-Skools hereby agrees to indemnify and hold harmless American Day against any and all losses, claims, damages, liabilities and expenses arising after the delivery of this Agreement and based upon the Lease or upon Mini-Skools' use of the premises leased thereunder.
4. Club Key East, Micco and First Wisconsin each acknowledges that the lease is in full force and effect and not in default as to any obligation owed to it and each further acknowledges that, as to its respective interest in the leased premises, the Lease is subordinate only to liens and security interests of record. Club Key East, Micco and First Wisconsin consent to the foregoing assignment by American Day to Mini-Skools and further consent to any security interest granted or conveyed by Mini-Skools, as lessee, in connection with financing obtained by it to consummate the Agreement.
5. This agreement may be executed in counterparts by any one or more of the parties hereto, and each such counterpart shall be deemed an original and part of a single instrument for all purposes.

IN WITNESS WHEREOF, the parties have caused this agreement of assignment to be executed as of the day and year first above written.


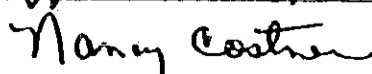
AMERICAN DAY NURSERIES, INC.

By: 
President

ATTEST:


Secretary

In the presence of:

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