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ply in place and stead of subparagraph (g):

"(g) The Company will not sell or otherwise dispose of or permit any subsidiary to sell or otherwise dispose of, (except to the Company or to a subsidiary of which such subsidiary is a subsidiary) by conveyance, transfer, lease or otherwise the assets and undertaking of the Company or of any subsidiary, as the case may be, as an entirety or substantially as an entirety; provided, however, the Company may lease any and all of its assets to Kinder-Care Learning Centers, Inc. or may enter into a management agreement for the management of the business of the Company by Kinder-Care Learning Centers, Inc. provided all such lease arrangements or management agreements shall provide that the same shall be terminable upon the occasion of any event of default under either the notes described in Sub-Section 3.01(a) of this Supplemental Indenture, or the Original Trust Deed;

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