


Recording requested by &
after recording return to:
NPC International, Inc.
Attn: Corporate Counsel
720 West 20th Street
Pittsburg, KS 66762


20120518000177640 1/4 \$396.00
Shelby Cnty Judge of Probate, AL
05/18/2012 12:56:01 PM FILED/CERT

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into on the 1 day of March, 2012, by and between Andress Company, Inc., (“**Landlord**”) and NPC INTERNATIONAL, INC., a Kansas Corporation (“**Tenant**”) who agree as follows:

1. Landlord leases to Tenant and Tenant leases from Landlord that certain real property, together with all the improvements thereon and appurtenances thereunto belonging (the “**Premises**”), which legal description is attached hereto and incorporated herein as Exhibit “A”, commonly known as:

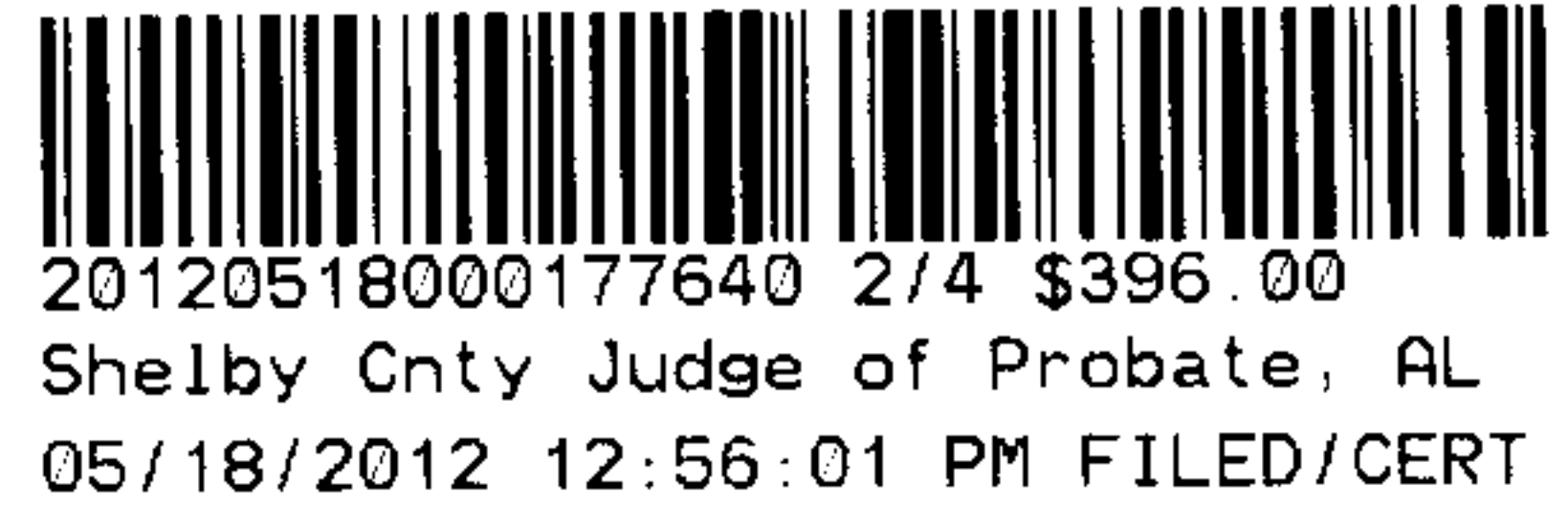
PIZZA HUT #1106
4725 Highway 280 East
Birmingham, AL 35242

for a term of Fifteen years, 31 days, rent commencing on May 1, 1986 and expiring due to the Lease, Lease extensions and/or options on May 31, 2016. Tenant has None options to extend the term of the Lease as more particularly set forth in the Lease.

2. Notice is hereby given that Landlord shall not be liable for any labor, services, or materials furnished or to be furnished to Tenant, or to anyone holding any of the Premises through or under Tenant, and that no mechanic’s or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to any of the Premises.
3. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the lease dated April 29, 1986, as amended and/or supplemented and entered into by and between Landlord and Tenant (the “**Lease**”). The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

(Signatures Appear on the Following Pages)

(Landlord's Signature Page)



Signed, sealed and delivered
in the presence of:

Witnesses:

[Signature]
First Witness

Lance Wilkerson
Printed Name of First Witness

[Signature]
Second Witness

Jennifer C. Speegle
Printed Name of Second Witness

LANDLORD:

Andress Company, Inc.

Name: H R Andress III
Title: PRESIDENT
Address: 3112 Ryecroft Road
Birmingham, AL 35223

Notary Acknowledgment

STATE OF Alabama

COUNTY OF Jefferson

On this 17th day of February, 2012, before me, personally appeared H. R. Andress III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) appear within the instrument and acknowledged to me that he/she has executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public: [Signature] (Seal)
MCE: 11-04-2014

(Tenant's Signature Page)



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Signed, sealed and delivered
in the presence of:

Witnesses:

Gayla Fox
First Witness

Gayla Fox
Printed Name of First Witness

Beth Neville
Second Witness

Beth Neville
Printed Name of Second Witness

TENANT:

NPC INTERNATIONAL, INC.,
a Kansas Corporation

By: Renee Siebert
Name: Renee Siebert
Title: Vice President

Address 720 West 20th Street
Pittsburg, Kansas 66762

Notary Acknowledgment

STATE OF KANSAS)

COUNTY OF CRAWFORD)

On this 1 day of March, 2012, before me, personally appeared Renee Siebert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) appear within the instrument and acknowledged to me that he/she has executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public: Angela Thornton (Seal)

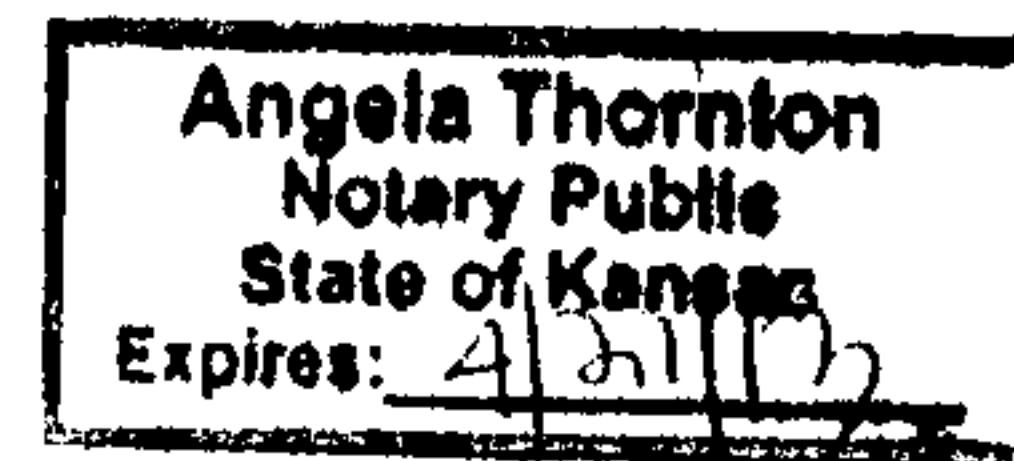


EXHIBIT "A"

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West and run in an Easterly direction along the Northerly line of said 1/4 - 1/4 section a distance of 781.50 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 324.12 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 273.05 feet to the point of beginning.

Containing 29,858.50 square feet or 0.685 acres.



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Shelby County, AL 05/18/2012
State of Alabama
Deed Tax:\$375.00