



20140904000278300 1/8 \$37.00
Shelby Cnty Judge of Probate, AL
09/04/2014 11:54:58 AM FILED/CERT

Store Number: 1106
Shelby County, Alabama

This Instrument Was Prepared by the attorney set forth below in consultation with counsel in the state in which the Mortgaged Property is located.

Recording requested by
and when recorded return to:

Athy A. O'Keeffe, Esq.

Cahill Gordon & Reindel LLP
80 Pine Street, 17th Floor
New York, NY 10005

**SECOND AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING
STATEMENT**

THIS SECOND AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Amendment") is dated as of August 18, 2014 (the "Effective Date"), by and between NPC INTERNATIONAL, INC., a Kansas corporation (the "Mortgagor"), whose address is 720 West 20th Street, Pittsburg, KS 66762, to BARCLAYS BANK PLC, whose address is 745 Seventh Avenue, New York, NY 10019, Attn: Bank Debt Management Group (NPC International, Inc. Portfolio Manager), in its capacity as collateral agent for the Secured Parties (as defined in the Mortgage (as defined below)), as mortgagee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Mortgagee"). Capitalized terms used in this Amendment shall have the same meanings as in the Original Mortgage (as defined below), unless otherwise defined in this Amendment.

RECITALS:

A. Mortgagor previously executed and delivered to Mortgagee that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated as of April 2, 2012 and recorded on May 18, 2012, as instrument number 20120518000177650 in the Official Records of the County of Shelby, State of Alabama encumbering the Mortgaged Property, including certain land, Improvements and fixtures located in Shelby County in the State of Alabama (the "Original Mortgage"), as amended by that certain First Amendment to Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated as of February 11, 2014 and recorded on March 18, 2014, as instrument number 20140318000074040 in the Official Records of the County of Shelby, State of Alabama (the "First Amendment"; the Original Mortgage as amended by the First Amendment, the "Existing Mortgage"), which land is more particularly described in **Exhibit A**.

B. As more fully described in the Existing Mortgage, the Existing Mortgage secures all Secured Obligations including, without limitation, those under that certain Credit Agreement dated as of December 28, 2011, as amended by that certain Amendment No. 1 to Credit Agreement dated as of March 28, 2012, to which that certain Amended and Restated Credit Agreement is attached as Annex A, as further amended by that certain Amendment No. 2 to Credit Agreement dated as of May 16, 2012, as further amended by that certain Amendment No. 3 to Credit Agreement dated as of November 21, 2012, to which that certain Second Amended and Restated Credit Agreement dated as of November 21, 2012 is attached as Annex A, and as further amended by that certain Amendment No. 4 to Credit Agreement dated as of December 16, 2013, to which that certain Third Amended and Restated Credit Agreement dated as of December 16, 2013 is attached as Annex A (collectively, the “Existing Credit Agreement”), as either the Secured Obligations or the Credit Agreement may be further amended, amended and restated, supplemented or otherwise modified from time to time, with or without record notice of such amendment, amendment and restatement, supplementation or other modification.

C. The Existing Credit Agreement has been further amended pursuant to the terms and conditions of that certain Incremental Term Loan Amendment to Credit Agreement dated as of June 19, 2014 (the “Credit Agreement Amendment”), which, among other things, provides for certain amendments to the Existing Credit Agreement, including, among other things, the issuance of Incremental Term Loans in an aggregate principal amount of \$40,000,000, in the form of an increase in the amount of Term Loans pursuant to and on the term set forth in Section 2.12 of the Credit Agreement.

D. Mortgagor and Mortgagee desire to, among other things, give notice of the amendments to the Existing Credit Agreement reflected in the Credit Agreement Amendment and to confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment.

E. The indebtedness consisting of the Secured Obligations is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Secured Obligations except pursuant to the Credit Agreement Amendment.

A G R E E M E N T :

NOW, THEREFORE, Mortgagor and Mortgagee agree and give notice as follows.

1. Amendment.

The Existing Mortgage is hereby amended as follows:

1.1. *Definition of “Credit Agreement.”* Whenever referred to herein or in the Existing Mortgage, “Credit Agreement” shall mean the Existing Credit Agreement, as amended by the Credit Agreement Amendment, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Secured Obligations or giving notice of any such changes.

1.2. *Definition of "Mortgage."* Whenever referred to herein or in the Existing Mortgage, "Mortgage" shall mean the Existing Mortgage, as amended by this Amendment, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Secured Obligations or giving notice of any such changes. Any future amendment, amendment and restatement, supplementation, or other modification of the Mortgage may or may not be recorded.

1.3. *Senior Indebtedness.* Section 2.07 of the Existing Mortgage is hereby amended such that the reference to \$478,125,000 is replaced with \$518,125,000.

1.4. *Maximum Amount Secured.* Section 9.02(b) of the Existing Mortgage is hereby amended such that the reference to \$478,125,000 is replaced with \$518,125,000.

1.5. *Taxes.* Mortgagor shall pay all mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Amendment, including all taxes, penalties, and interest for the foregoing.

2. *Confirmation and Ratification of Existing Mortgage.*

Except as modified by this Amendment, the Existing Mortgage shall continue in full force and effect. In all other respects Mortgagor and Mortgagee fully confirm and ratify the Existing Mortgage, the Existing Credit Agreement, and the other Loan Documents except as expressly modified pursuant to this Amendment or the Credit Agreement Amendment. Nothing in this Amendment is intended to waive any rights or remedies of Mortgagee under the Existing Mortgage, or (except to the extent, if any, expressly stated herein) any defaults of Mortgagor under the Existing Mortgage. The Existing Mortgage shall continue to be a valid and subsisting lien against the Mortgaged Property. Nothing contained in this Amendment shall be construed as (a) a novation of the Secured Obligations, (b) a release or waiver of all or any portion of the grant or conveyance to the Mortgagee of the Mortgaged Property or (c) an extension of the final maturity date of December 28, 2018 as set forth in Section 2.03 of the Mortgage.

3. *No Change in Mortgage Priority.*

3.1. *Changes to Obligations; Effect of Change(s).* No Change (as hereinafter defined) shall impair, reduce or subordinate, in whole or in part, the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants (as hereinafter defined), and the Mortgage shall continue to secure the Secured Obligations, with the same priority of lien as the Original Mortgage regardless of any Changes, whether or not: (a) any notice is recorded with respect to such Change, (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Mortgage) or the interest rate of the Secured Obligations or otherwise adversely affects Junior Lien Claimants, or (c) Mortgagor executes or delivers new or additional note(s) to evidence or confirm such Change.

3.2. *Notice to Junior Lien Claimants.* All actual and potential Junior Lien Claimants are hereby placed on notice that (i) the Secured Obligations are subject to Change(s) and (ii) the Original Mortgage provided and gave notice that it secured the Secured Obligations

arising both under the Loan Documents as originally executed and delivered and under the Loan Documents as affected by one or more Changes. Junior Lien Claimants should not assume that they will be notified of any amendment of the Loan Documents or of the Secured Obligations that occurs before or after the recording of their lien. By taking or accepting an interest in the Mortgaged Property subject to the Mortgage, each Junior Lien Claimant acknowledges and agrees to the provisions of this Section 3.

3.3. *Interaction with Loan Documents.* Nothing in this Section 3 shall be deemed to limit or waive any restrictions or prohibitions on transfers and/or junior liens set forth in the Loan Documents.

3.4. *Definition:*

A “Junior Lien Claimant” means any holder of any interest or claim that affects any Mortgaged Property or estate or interest therein, which interest or claim is recorded after the date the Original Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Mortgage.

“Change” means (i) any amendment, modification, extension, renewal, restatement, increase, re-pledge, supplement, or other change, from time to time, to the Secured Obligations, (ii) the execution and delivery of this Amendment or of any subsequent or prior amendment restatements, supplements, or other modifications of the Mortgage and (iii) any amendments, restatements, supplements, or other modifications of the Credit Agreement or the other Loan Documents, in each case including, without limitation, all or any of the following: (A) complete or partial amendment and restatement of any or all terms and conditions of the Secured Obligations; (B) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (C) modifications, extensions or renewals at a different rate of interest; (D) increases in any amount in the principal or interest rate of the Secured Obligations; and/or (E) modifications or additional amounts advanced with respect to the Secured Obligations.

4. *Credit Agreement Amendment.*

The parties hereby give notice that the Existing Credit Agreement has been amended pursuant to the Credit Agreement Amendment.

5. *Future Amendments.*

The Mortgage cannot be further altered, amended, modified, terminated, waived, released, or discharged, except in accordance with the provisions of the Mortgage. Any amendment of the Loan Documents or of the Secured Obligations may or may not be recorded. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Mortgage or constituting a novation.

6. Effect of Amendment.

Except as, and to the extent, specifically modified or amended by this Amendment, the Existing Mortgage is and remains in full force and effect according to the terms thereof. If it is determined that any person or entity except Mortgagee has a lien, encumbrance, or claim of any type with priority over any term of this Amendment, the original terms of the Loan Documents and Original Mortgage shall be severable from this Amendment and separately enforceable from the terms thereof (as modified hereby) in accordance with their original terms, and Mortgagee shall continue to hold the benefit of all legal or equitable priorities that existed before the Effective Date. Any legal or equitable priorities of Mortgagee over any party that existed before the Effective Date shall remain in effect after the Effective Date.

7. GOVERNING LAW.

THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH SECTION 8.13 OF THE EXISTING MORTGAGE.

8. Counterparts.

This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have each caused this Amendment to be executed by their respective duly authorized officers on the date of the respective acknowledgment of such party's signature below, to be effective as of the Effective Date.

MORTGAGOR:

NPC INTERNATIONAL, INC.,
a Kansas corporation

By: _____
Name: Troy Cook
Title: Executive Vice President of Finance and
Chief Financial Officer

Acknowledgement

STATE OF KANSAS §
 §
COUNTY OF JOHNSON §

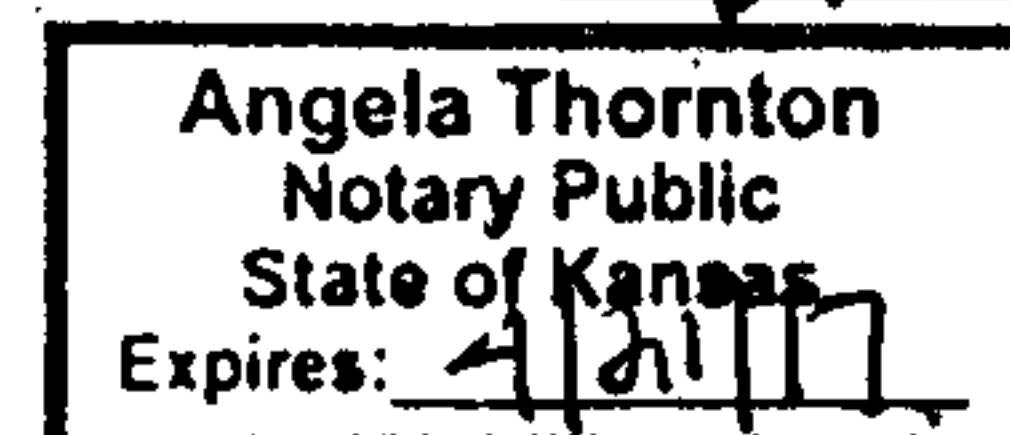
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Troy Cook, whose name as Executive Vice President of Finance and Chief Financial Officer of NPC International, Inc., a Kansas corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6 day of August, 2014.

In witness whereof, I hereunto set my hand and official seal.

Angela Thornton
Notary Public for the State of Kansas

[AFFIX SEAL]



My Commission Expires: 4/21/17

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IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have each caused this Amendment to be executed by their respective duly authorized officers on the date of the respective acknowledgment of such party's signature below, to be effective as of the Effective Date.

MORTGAGEE:

BARCLAYS BANK PLC, as Collateral Agent

By: 

Name: Ritam Bhalla

Title: Director

Acknowledgement

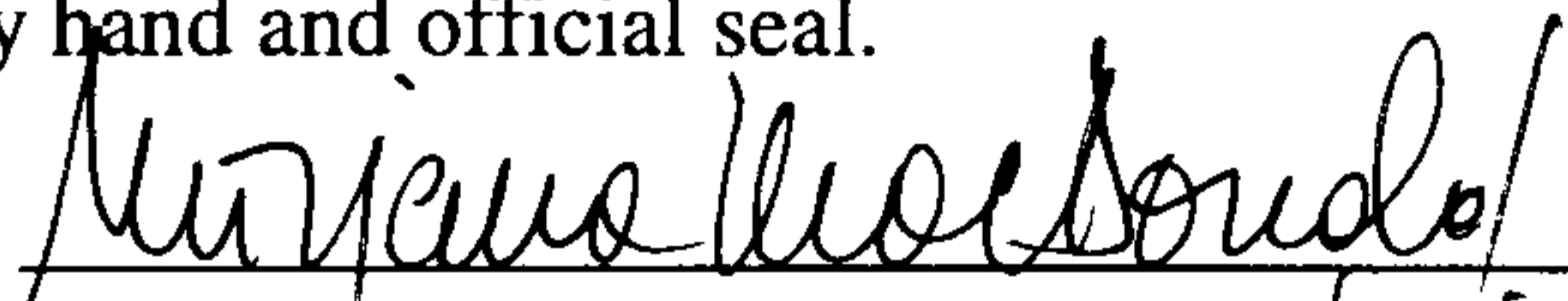
STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ritam Bhalla, whose name as Director of Barclays Bank PLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this the 11th day of August, 2014.

In witness whereof, I hereunto set my hand and official seal.


MIRJANA MACDONALD
Notary Public, State of New York
No. 01MA5032195
Qualified in New York County
Commission Expires Aug. 22, 2014


Notary Public for the State of New York

[AFFIX SEAL]

My Commission Expires: August 22, 2014

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EXHIBIT A

Legal Description


All that certain (or those certain) parcel(s), plot(s) or piece(s) of real property, including improvements and fixtures, more particularly described as follows, located in the counties more particularly described as follows or on the supplemental page(s) attached hereto:

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.

Store No. 1106
4725 Hwy 280 East
Inverness
Shelby County, Alabama

Exhibit A-1


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