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THIS INSTRUMENT WAS PREPARED BY
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Shelby County, Alabama

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80 Pine Street
New York, NY 10005

MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (AL)

FROM

NPC INTERNATIONAL, INC.

TAX ID NO. [redacted]
ORGANIZATION IDENTIFICATION NO. 3282580

TO

JPMORGAN CHASE BANK, N.A.
AS COLLATERAL AGENT

TAX ID NO. [redacted]

ATTENTION: FILING OFFICER—THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED WITH RESPECT TO THE MORTGAGED PROPERTY LOCATED IN THE STATE OF ALABAMA AND AS A FIXTURE FILING IN ALL STATES WHERE THE MORTGAGED PROPERTY IS LOCATED. ADDITIONALLY, THIS INSTRUMENT SHOULD BE APPROPRIATELY INDEXED, NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING AND FINANCING STATEMENT COVERING GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. THE MAILING ADDRESSES OF THE MORTGAGOR (DEBTOR) AND MORTGAGEE (SECURED PARTY) ARE SET FORTH IN THIS INSTRUMENT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

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MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (hereinafter together with any and all amendments, supplements or modifications of any kind referred to as the "Mortgage"), entered into as of May 3, 2006, by **NPC INTERNATIONAL, INC.**, a corporation formed under the laws of the State of Kansas ("Mortgagor"), for the benefit of **JPMORGAN CHASE BANK, N.A.**, a national association, as **COLLATERAL AGENT** for the Secured Parties whose address is 707 Travis Street, 8th Floor, Houston, TX, 77002 ("Mortgagee").

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ENFORCEMENT OF THIS MORTGAGE IN MINNESOTA IS LIMITED TO A DEBT AMOUNT OF $375,000,000 UNDER CHAPTER 287 OF MINNESOTA STATUTES.

This is a FUTURE ADVANCE MORTGAGE. The Secured Obligations include (a) a revolving line of credit to be made available by the Secured Parties to Mortgagor under the Loan Documents, pursuant to which advances may be made, prepaid and reborrowed from time to time, and (b) all other indebtedness, obligations and liabilities of Mortgagor to the Secured Parties or Mortgagee, due or to become due, and now existing or hereafter incurred, contracted or arising.

RECITALS

A. Pursuant to that certain credit agreement, dated as of May 3, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon the Administrative Agent's acknowledgment of the termination of the predecessor Credit Agreement), among Mortgagor, as the Borrower; NPC ACQUISITION HOLDINGS, LLC, a limited liability company formed under the laws of the State of Delaware, as Holdings; the other Guarantors party thereto; the Lenders; MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Syndication Agent; BANK OF AMERICA, N.A. and SUNTRUST BANK, as Documentation Agents; and JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent for the Secured Parties, the Lenders have agreed to make to or for the account of the Borrower certain Loans and issue certain Letters of Credit.

B. It is a condition to (i) the obligations of the Lenders to make the Loans under the Credit Agreement, (ii) the obligations of the Issuing Bank to issue Letters of Credit and (iii) the performance of the obligations of the Secured Parties under Hedging Agreements and Treasury Services Agreements that constitute Secured Obligations that Mortgagor execute and deliver the applicable Loan Documents, including this Mortgage.

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C. This Mortgage is given by the Mortgagor in favor of the Mortgagee for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations.

D. The Mortgagor is the Borrower under the Credit Agreement

E. THEREFORE, in order to comply with the terms and conditions of the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees with Mortgagee as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 Definitions. (a) Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement, including the following:

"Administrative Agent"; "Borrower"; "Collateral Agent"; "Commitments"; "Documentation Agents"; "Event of Default"; "GAAP"; "Governmental Authority"; "Guarantors"; "Hedging Agreements"; "Holdings"; "Issuing Bank"; "Letter of Credit"; "Lenders"; "Lien"; "Loan Documents"; "Loan Parties"; "Loans"; "Notes"; "Permitted Collateral Liens"; "Person"; "Pizza Hut Franchise Agreements"; "Post-Default Rate"; "Secured Obligations"; "Secured Parties"; "Security Documents"; "Subsidiary"; "Syndication Agent"; and "Treasury Services Agreements".

(b) The following terms in this Mortgage shall have the following meanings:

"Applicable UCC" means the Uniform Commercial Code in effect in the State of New York from time to time; provided, that if by reason of mandatory provision of law, the creation, perfection, attachment, priority or enforcement of the security interest granted hereby is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "Applicable UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for the purposes of the provisions hereof related to such creation, perfection, attachment, priority or enforcement, and for the purposes of the definitions hereof related to such provisions.

"Buildings" means any and all buildings, covered garages, utility sheds, workrooms, air conditioning towers, open parking areas and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land or any part thereof.

"Events of Default" has the meaning assigned to such term in Section 6.01.

"Fixtures" means all materials, supplies, equipment, apparatus and other items now or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings or the Land, including any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings,

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awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, gasoline pumps, water tanks, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, together with all accessions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof.

"Governmental Requirements" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to Mortgagor or the Mortgaged Property, including the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof.

"Impositions" means all real estate and personal property taxes; water, gas, sewer, electricity and other utility rates and charges; charges for any easement, license or agreement maintained for the benefit of the Mortgaged Property; and all other taxes, charges and assessments and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Mortgaged Property or the ownership, use, occupancy or enjoyment thereof.

"Indemnified Parties" has the meaning assigned to such term in Section 6.17.

"Land" means the real estate or interest therein described in Exhibit A attached hereto, and all rights, titles and interests appurtenant thereto.

"Mortgaged Property" means all of Mortgagor's rights, titles, interests and estates, now owned or hereafter acquired, in and to the Land, Buildings, Fixtures, and Personalty, together with:

(i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in anywise appertaining thereto, and all rights, titles and interests of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(ii) all betterments, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein;

(iii) all of Mortgagor's rights, titles and interests in and to any awards, remuneration, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Buildings, Fixtures or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or the Buildings;

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(iv) any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment, performance and discharge of any and all of the Secured Obligations;

(v) all awards, payments and proceeds of conversion, whether voluntary or involuntary, of any of the Land, Buildings, Fixtures, Personalty or any of the property and rights described in the foregoing clauses (i) through (iv), including, without limitation, all insurance, condemnation and tort claims, rent claims and other obligations dischargeable in cash or cash equivalents;

(vi) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Buildings, the Fixtures or the Personalty or any part thereof or any interest therein or from the operation thereof;

(vii) as an absolute, present and unconditional interest assignment and conveyance to the extent allowed by law and not as an assignment for additional security only, all leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Land, Buildings, Fixtures and Personalty, and all rents, profits, issues and revenues of the Land, Buildings, Fixtures and Personalty now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Mortgagor under the federal Bankruptcy Code; provided, however, that if no Event of Default exists, the Mortgagor shall have a license (but limited as set forth in Section 6.19) to collect and receive all of such rents, profits, issues and revenues; and

(viii) all other property and rights of Mortgagor of every kind and character relating to and used or to be used in connection with the foregoing property, and all proceeds and products of any of the foregoing.

As used in this Mortgage, the term "Mortgaged Property" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above, and all or, where the context permits or requires, any interest therein.

"Personalty" means all of the right, title and interest of Mortgagor in and to all (i) furniture, furnishings, equipment, machinery, goods, accounts, general intangibles (excluding any Pizza Hut intellectual property or property bearing any Pizza Hut trademark), money, insurance proceeds, contract rights, deposit accounts, instruments, option rights, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental agencies, boards, corporations or providers of utility services, public or private, including all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs; (ii) rights of Mortgagor (but not its obligations) under any contracts and agreements, including, without limitation, construction contracts and architectural agreements, relating to the Land, the Buildings or the Fixtures, but excluding contract rights under any contract or agreement containing a prohibition against assignment of or the granting of a security interest in the rights of Mortgagor thereunder if the violation of such prohibition would cause a termination of such contract or agreement; (iii) permits, licenses, franchises (excluding the Pizza Hut Franchise Agreements), certificates, authorizations, consents, approvals and other rights and privileges obtained in connection

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with the Land, the Buildings or the Fixtures or the use or operation thereof; (iv) plans and specifications, designs, schematics, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Land, the Buildings or the Fixtures; and (v) and all other personal property (other than the Fixtures) of any kind or character as defined in and subject to the provisions of the Applicable UCC, which are now or hereafter located or to be located upon, within or about the Land and the Buildings, or which are or may be used in or related to the planning, development, financing or operation of the Mortgaged Property, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof.

Section 1.02 Interpretation. The rules of construction set forth in Section 1.03 and Section 1.04 of the Credit Agreement shall be applicable to this Mortgage mutatis mutandis.

ARTICLE 2

GRANT OF MORTGAGED PROPERTY, LIEN AND SECURITY INTEREST

Section 2.01 Grant of Lien. To secure the full and timely payment, performance and discharge of the Secured Obligations, Mortgagor hereby irrevocably GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS, MORTGAGES, WARRANTS, PLEDGES AND HYPOTHECATES unto Mortgagee, whose address for notice hereunder is 707 Travis Street, 8th Floor, Houston, TX, 77002, WITH POWER OF SALE, to the extent permitted by applicable law, and right of entry and possession, for the use and benefit of Mortgagee, the real and personal property, rights, titles, interests and estates described in the Mortgaged Property, subject, however, to the Permitted Collateral Liens, TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, forever, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Section 2.02 Grant of Security Interest. This Mortgage shall be construed as a mortgage on real property and it shall also constitute and serve as a "Security Agreement" on personal property within the meaning of, and shall constitute a first and prior security interest under, the Applicable UCC with respect to the Personalty and Fixtures. To this end, Mortgagor by these presents does GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER AND SET OVER, unto Mortgagee, a security interest in all of Mortgagor's rights, titles and interests in, to and under the Personalty and Fixtures, to secure the full and timely payment, performance and discharge of the Secured Obligations.

Section 2.03 Obligations Secured. (a) This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Secured Obligations. The final maturity date of the Secured Obligiations is May 3, 2013.

(b) With respect to that portion of the Mortgaged Property located in (i) the State of Arkansas, THE PAYMENT OF ALL FUTURE AND ADDITIONAL INDEBTEDNESS, DIRECT OR INDIRECT, CREATED AFTER THE DATE OF THIS MORTGAGE, WHICH MAY BE OWING BY MORTGAGOR TO MORTGAGEE OR ANY SECURED PARTY AT ANY TIME PRIOR TO PAYMENT IN FULL (WITH INTEREST) OF

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THE SECURED OBLIGATIONS (SUCH ADDITIONAL INDEBTEDNESS TO BE SECURED HEREBY REGARDLESS OF WHETHER IT SHALL BE PREDICATED UPON FUTURE LOANS OR ADVANCES HEREAFTER MADE BY THE MORTGAGEE OR ANY SECURED PARTY OR OBLIGATIONS HEREAFTER ACQUIRED BY MORTGAGEE OR ANY SECURED PARTY THROUGH ASSIGNMENT, SUBROGATION OR OTHERWISE), AND IT IS AGREED THIS MORTGAGE SHALL STAND AS SECURITY FOR ALL SUCH FUTURE AND ADDITIONAL INDEBTEDNESS WHETHER IT BE INCURRED FOR ANY BUSINESS OR OTHER PURPOSE THAT WAS RELATED OR WHOLLY UNRELATED TO THE PURPOSES OF THE NOTES, OR WHETHER IT WAS INCURRED FOR SOME PERSONAL OR NON-BUSINESS PURPOSE, FOR ANY OTHER PURPOSE RELATED OR UNRELATED, OR SIMILAR OR DISSIMILAR TO THE PURPOSE OF THE NOTES; (ii) the State of Indiana, pursuant to Indiana Code 32-8-11-9 and the State of South Carolina pursuant to South Carolina Code of Laws Section 29-3-50, all advances made by Mortgagee or any Secured Party and all obligations of Mortgagor to Mortgagee or any Secured Party under or pursuant to the Notes, this Mortgage, the Credit Agreement, the other Loan Documents or any other documents or instruments evidencing or securing the Secured Obligations that are made or incurred subsequent to the date of this Mortgage up to the maximum amount of $375,000,000 and all future modifications, extensions and renewals of any indebtedness or Secured Obligations secured by this Mortgage; (iii) the State of Kentucky, (with reference to KRS 382.520) this Mortgage secures not only the initial advances under the Notes evidencing part of the Secured Obligations but also all future advances and all other additional indebtedness, whether direct, indirect, future, contingent or otherwise, connected with or arising out of the Loan Documents up to the maximum amount specified in Section 2.06(e) hereof, and to the extent that the indebtedness evidenced by the Notes evidencing the part of the Secured Obligations or any of the other Secured Obligations are deemed to be a "line of credit" pursuant to KRS 382.385, Mortgagor and Mortgagee intend that this Mortgage secure the line of credit and the maximum credit limit of the line of credit which may be outstanding at any time or times and which is to be secured by this Mortgage is the amount specified in Section 2.06(e) hereof; (iv) the State of Illinois, all other indebtedness of Mortgagor arising pursuant to the provisions of this Mortgage including, without limitation, all amounts owing in respect of future or further advances to the same extent as if such future advances were made on the date of execution of this Mortgage, and such future advances shall be considered obligatory advances and shall bear the same interest as that contained in the Notes and the parties intend that all advances, including future advances, shall be secured by this Mortgage; and (v) the State of Kansas, Mortgagor and Mortgagee intend that, in addition to the Secured Obligations, this Mortgage shall secure unpaid balances of future advances made after this Mortgage is delivered to the recorder for record and, in addition thereto, sums advanced to protect the Mortgaged Property or this Mortgage as permitted in K.S.A. 58-2336.

Section 2.04 No Obligation of Mortgagee. The assignment and security interest herein granted shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do same, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever,

Section 2.05 Fixture Filing. This Mortgage shall constitute a financing statement filed as a "fixture filing" for all purposes of the Applicable UCC. All or part of the Mortgaged Property and the goods are or are to become fixtures on the Land and this fixture filing covers all of the Mortgaged Property and goods that are or are to become affixed to or

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covers all of the Mortgaged Property and goods that are or are to become affixed to or fixtures on the Land. Such Mortgaged Property and the goods are described by item and type in Section 1.01 and Section 2.05 hereof. Mortgagor is the record owner of the real estate or interests in the real estate comprised of the Mortgaged Property. Information concerning the security interest herein granted may be obtained at the addresses set forth on the signature page hereof. The addresses of the Secured Party (Mortgagee) and of the Debtor (Mortgagor) are set forth on the signature page hereof. The tax identification number and the charter number of the Debtor (Mortgagor) are set forth on the cover page hereof.

Section 2.06 Maximum Amount of Indebtedness.

(a) With respect to that portion of the Mortgaged Property located in the State of Louisiana, the maximum amount of the Secured Obligations that may be outstanding at any time and from time to time that this Mortgage secures is fixed at $375,000,000, and the maximum amount which Mortgagee and the Secured Parties may suffer from a breach of any obligation, covenant, agreement, term or condition secured by this Mortgage (other than for the payment of money) is fixed at $375,000,000.

(b) With respect to that portion of the Mortgaged Property located in the State of Minnesota, pursuant to Minnesota Statutes Section 507.325, the maximum amount of the line of credit which may be secured at any one time by this mortgage is $375,000,000.

(c) With respect to that portion of the Mortgaged Property located in the State of Illinois, the maximum principal amount of indebtedness secured by this Mortgage at any one time, excluding advances made by the Mortgagee or the Secured Parties in protection of the Mortgaged Property or this Mortgage, shall be $375,000,000.

(d) With respect to the portion of the Mortgaged Property located in the State of Kansas, the maximum principal amount of indebtedness secured by this Mortgage at any one time, excluding advances made by the Mortgagee or the Secured Parties in protection of the Mortgaged Property for this Mortgage shall be $375,000,000.

(e) With respect to that portion of the Mortgaged property located in the State of Kentucky, (i) pursuant to Kentucky Revised Statute 382.520, the maximum additional indebtedness secured by this Mortgage is $375,000,000; and (ii) pursuant to Kentucky Revised Statute 382.385, the maximum principal amount of the line of credit secured by this Mortgage which may be outstanding at any time or times is $375,000,000.

(f) With respect to that portion of the Mortgaged Property located in the State of South Dakota, the maximum principal amount of indebtedness secured by this Mortgage at any one time, excluding advances made by the Mortgagee or the Secured Parties in protection of the Mortgaged Property, shall be $375,000,000.

Section 2.07 Senior Indebtedness. This Mortgage secures credit in the aggregate principal amount of $375,000,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

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Section 2.08 Future Advances. (a) This Mortgage shall secure all Secured Obligations including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Secured Obligations with respect to presently existing indebtedness under the Credit Agreement or the other Loan Documents, but also any and all other indebtedness which may hereafter be owing by the Mortgagor to the Secured Parties under the Credit Agreement or the other Loan Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement or the other Loan Documents, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Secured Obligations whether or not Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

(b) With respect to Mortgaged Property located in the State of Florida, any additional sum or sums advanced by the Mortgagee to the Mortgagor at any time within twenty (20) years from the date of this Mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, will constitute a portion of, be equally secured with, and have the same priority as the indebtedness secured hereby and will be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the Mortgagor and whether or not identified by a recital that it is secured by this Mortgage; provided, however, that the aggregate amount of principal indebtedness outstanding at any one time and secured by this Mortgage shall not exceed an amount equal to $375,000,000. The provisions of this paragraph shall apply regardless of whether any such advance is characterized as obligatory or discretionary, but nothing contained in this paragraph by itself obligates Mortgagee to make any additional loans or advances.

Section 2.09 Business Loan. The Loan(s) secured by this Mortgage is a "business loan" within the meaning of K.S.A. §16-207.

ARTICLE 3

WARRANTIES AND REPRESENTATIONS

Mortgagor hereby unconditionally warrants and represents to Mortgagee as follows:

Section 3.01 Title to Mortgaged Property and Lien of this Instrument. Mortgagor has good and defensible title to the Land (in fee simple, if the Lien created hereunder be on the fee, or a first and prior leasehold estate, if it be created on the leasehold estate) and Buildings, and good and marketable title to the Fixtures and Personalty, free and clear of any Liens, charges, encumbrances, security interests and adverse claims whatsoever, except the Permitted Collateral Liens. This Mortgage creates a valid and subsisting first Lien on the Land, the Buildings and the Fixtures and a valid and subsisting first security interest in and to the Personalty, all in accordance with the terms hereof.

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Section 3.02 Taxes and Other Payments. Mortgagor has filed all federal, state, county, municipal and city income and other tax returns required to have been filed by it and has paid all taxes and other Impositions which have become due pursuant to such returns or pursuant to any assessments or charges received by it, and Mortgagor does not know of any basis for any additional assessment or charge in respect of any such taxes or other Impositions. Mortgagor has paid in full all sums owing or claimed for labor, material, supplies, personal property (whether or not forming a Fixture hereunder) and services of every kind and character used, furnished or installed in or on the Mortgaged Property that are due and owing and no claim for same exists or will be permitted to be created, except such claims that arise in the ordinary course of business and are not yet past due.

Section 3.03 Power to Create Lien and Security. Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a Lien and security interest in all of the Mortgaged Property in the manner and form herein provided and without obtaining the authorization, approval, consent or waiver of any mortgagor, lessor, sublessor, Governmental Authority or other party or parties whomsoever.

Section 3.04 Credit Agreement. Mortgagor has received a copy of and is fully familiar with the terms and provisions of the Credit Agreement. All representations and warranties made by Borrower in the Credit Agreement or any of the other Loan Documents (except to the extent that they are not applicable to Mortgagor or the Mortgaged Property) are incorporated herein by reference and are hereby made by Mortgagor as to itself and the Mortgaged Property as though such representations and warranties were set forth at length herein as the representations and warranties of Mortgagor.

Section 3.05 Responsible Party Transfer Law. The Mortgaged Property is not "property" for the purposes of Indiana Code 13-25-3.

ARTICLE 4

AFFIRMATIVE COVENANTS

Mortgagor hereby unconditionally covenants and agrees with Mortgagee as follows:

Section 4.01 Lien Status. Subject only to the Permitted Collateral Liens, this Mortgage is, and always will be kept, a direct first Lien upon the Mortgaged Property. So long as any of the Secured Obligations remain unpaid, Mortgagor will warrant and defend the title to the Mortgaged Property against the claims and demands of all other persons whomsoever and will maintain and preserve the Lien created hereby and will protect the priority status of the Lien and security interest of this Mortgage and will not place, or permit to be placed, or otherwise mortgage, hypothecate or encumber the Mortgaged Property with any other Lien or security interest of any nature whatsoever (statutory, constitutional or contractual), other than Permitted Collateral Liens, regardless of whether same is allegedly or expressly inferior to the Lien and security interest created by this Mortgage, and, if any such Lien or security interest is asserted against the Mortgaged Property, Mortgagor will promptly, at its own cost and expense, (a) pay the underlying claim in full (except for so long as being contested by Mortgagor in good faith) or

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take such other action so as to cause same to be released and (b) within twenty (20) days from the date such Lien or security interest is so asserted, give Mortgagee notice of such Lien or security interest. Such notice shall specify who is asserting such Lien or security interest and shall detail the origin and nature of the underlying claim giving rise to such asserted Lien or security interest.

Section 4.02 Payment of Impositions. Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions not later than the due date thereof, or the day any fine, penalty, interest or cost may be added thereto or imposed, or the day any Lien may be filed, for the nonpayment thereof (if such day is used to determine the due date of the respective item); provided, however, that Mortgagor may, if permitted by law and if such installment payment would not create or permit the filing of a Lien against the Mortgaged Property, pay the Impositions in installments whether or not interest shall accrue on the unpaid balance of such Impositions. Notwithstanding the foregoing, Mortgagor may withhold payment of any Imposition if, in each case, the validity or amount thereof is being contested in good faith by appropriate action or proceedings and Mortgagor has established adequate reserves in accordance with GAAP with respect thereto.

Section 4.03 Repair. Mortgagor will keep the Mortgaged Property in good order and condition in accordance with prudent industry practice and will make all repairs, replacements, renewals, additions, betterments, improvements and alterations thereof and thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, which are necessary or reasonably appropriate to keep same in such order and condition. Mortgagor will also use reasonable efforts to prevent any act or occurrence which might impair the value or usefulness of the Mortgaged Property for its intended usage.

Section 4.04 Insurance and Application of Insurance Proceeds. Mortgagor will obtain and maintain insurance upon and relating to the Mortgaged Property, and apply any proceeds of insurance, each in accordance with the applicable provisions of the Credit Agreement.

Section 4.05 Maintenance of Rights of Way, Easements and Licenses. Mortgagor will maintain, preserve and renew all rights of way, easements, grants, privileges, licenses and franchises reasonably necessary for the use of the Mortgaged Property from time to time and will not, without the prior consent of Mortgagee (which consent shall not be unreasonably withheld or delayed), initiate, join in or consent to any private restrictive covenant or other public or private restriction as to the use of the Mortgaged Property. Mortgagor shall, however, comply with all restrictive covenants which may at any time affect the Mortgaged Property, zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

ARTICLE 5

NEGATIVE COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee that, until the entire Secured Obligations shall have been indefeasibly paid in full, fully performed and discharged in accordance with Section 8.16 hereof:

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Section 5.01 Use Violations. Mortgagor will not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which (a) violates any Governmental Requirement, (b) may be dangerous unless safeguarded as required by law, (c) constitutes a public or private nuisance or (d) makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto.

Section 5.02 Waste; Alterations. Mortgagor will not commit or permit any waste of the Mortgaged Property and will notify Mortgagee in writing of any alterations or additions to the Mortgaged Property of a material nature.

Section 5.03 Replacement of Fixtures and Personalty. Mortgagor will not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Buildings unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is replaced by an article of equal suitability and value, owned by Mortgagor, free and clear of any Lien or security interest.

Section 5.04 No Further Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, pledge, Lien (statutory, constitutional or contractual), security interest, encumbrance or charge on, or conditional sale or other title retention agreement, regardless of whether same are expressly subordinate to the Liens and security interests of this Mortgage, with respect to, the Mortgaged Property, other than the Permitted Collateral Liens.

ARTICLE 6

DEFAULT AND REMEDIES

Section 6.01 Event of Default. The term "Event of Default" under this Mortgage shall mean any Event of Default under the Credit Agreement, or the occurrence or happening, at any time and from time to time, of any one or more of the following:

(a) Title and Lien Priority: If title of Mortgagor to any or all of the Mortgaged Property or the status of this Mortgage as a first lien, subject only to the Permitted Collateral Liens and security interest on the Mortgaged Property, shall be challenged or endangered by legal action by any party whatsoever, and Mortgagor shall fail to cure the same upon demand by Mortgagee.

(b) Foreclosure of Other Liens: If any other holder of any lien or security interest on the Mortgaged Property (without implying Mortgagee's consent to the existence, placing, creating or permitting of any lien or security interest) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

(c) Sale, Lease or Other Transfer: Except as may be permitted under the Credit Agreement, any sale, lease, exchange, assignment, conveyance, transfer of possession or other disposition of the Mortgaged Property or any interest therein or any part thereof by Mortgagor other than in the ordinary course of the operation of the Mortgaged Property to any party whatsoever without the prior written consent of Mortgagee (which

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consent shall not be unreasonably withheld or delayed), and any proceeds of such sale shall constitute a trust fund for the benefit of Mortgagee.

(d) Change of Ownership: Any involuntary change in ownership of the Mortgaged Property, in whole or in part.

(e) With respect to the Mortgaged Property located in Kentucky, Mortgagor requests a release, in the manner provided by KRS 382.520, of any portion of the lien securing any of the additional indebtedness secured by this Mortgage prior to the date that all of the Secured Obligations have been paid and the Loan Documents have been terminated (notwithstanding the foregoing, Mortgagor hereby waives any and all right to request such a release to the maximum extent permitted by law).

(f) With respect to the Mortgaged Property located in Kentucky, Mortgagor requests a release, in the manner provided by KRS 382.383, of any portion of the lien securing the line of credit prior to the date that all of the Secured Obligations have been paid and the Loan Documents have been terminated (notwithstanding the foregoing, Mortgagor hereby waives any and all right to request such a release to the maximum extent permitted by law).

Section 6.02 Acceleration. Upon the occurrence of an Event of Default, in addition to any other rights, powers or remedies conferred herein, in the other Loan Documents or by operation of law, the Lenders may declare the then unpaid principal balance, accrued interest and any other accrued, but unpaid portion of the Secured Obligations to be, and they shall thereupon forthwith become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Mortgagor.

Section 6.03 Foreclosure and Sale.

(a) To the extent permitted by applicable law, if an Event of Default shall occur and be continuing, Mortgagee shall have the right and option to proceed with foreclosure (judicial or nonjudicial) and to sell, to the extent and in the manner permitted by applicable law, all or any portion of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places, in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. To the extent permitted by applicable law, in case of foreclosure Mortgagor shall pay to Mortgagee any deficiency between the net proceeds of sale and the Secured Obligations. In connection with any sale or disposition of any of the Mortgaged Property located in the State of Arkansas, Mortgagor agrees that Mortgagee has the right to foreclose its lien pursuant to the power of sale provided in the Statutory Foreclosure Act of 1987 (Act 53 of 1987), codified at Ark. Code Ann. § 18-50-101, et seq., as amended, and Mortgagor agrees that a sale conducted pursuant to and in compliance with such Act, as amended, including giving the required notice to Mortgagor prior to the sale, shall be deemed commercially reasonable. Notwithstanding the foregoing, with

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respect to any of the Mortgaged Property located in the State of Alabama, if an Event of Default shall occur, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, to sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Property to be sold, by publication in some newspaper published in the county or counties in which the land to be sold is located. If there is land to be sold in more than one county in the State of Alabama, publication shall be made in all counties where the land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. Such sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Any Secured Party may bid at any such sale held under this Mortgage and, to the extent that the Mortgaged Property is located in the State of Alabama, may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Mortgaged Property located in the State of Alabama, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property located in the State of Alabama in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Secured Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein. Nothing contained in this Section 6.03(a) shall be construed so as to limit in any way Mortgagee's rights to sell the Mortgaged Property, *wherever located,* or any portion thereof, by private sale if, and to the extent that, such private sale is permitted under the laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Upon such Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices in Mortgagor's stead ought to execute and deliver and do and perform any and all such acts and things in which Mortgagor's stead ought to do and perform under the covenants herein contained and generally, to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee, unless the Mortgaged Property is located in Alabama, in which case, to the extent permitted by applicable law, Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Mortgagee to have physically present,

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or to have constructive possession of, the Mortgaged Property (Mortgagor hereby covenanting and agreeing to deliver to Mortgagee any portion of the Mortgaged Property not actually or constructively possessed by Mortgagee immediately upon demand by Mortgagee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by Mortgagee shall contain a general warranty of title, binding upon Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including nonpayment and/or nonperformance of the Secured Obligations, notices of default, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor Mortgagee hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of Mortgagee, or of such other party or officer making the sale, of good funds in the applicable amount, shall be a sufficient discharge to the purchaser or purchasers for their purchase money and no such purchaser or purchasers, or their assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity (including any statutory or common law right of redemption, to the extent such right is permitted by law, which is hereby waived to the extent such waiver is allowed by applicable law), in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, any Secured Party may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Secured Obligations held by it (in the order of priority set forth in Section 6.15 hereof) in lieu of cash payment.

(b) To the extent that the Mortgaged Property is located in the State of Oklahoma, the following special provisions shall apply to the enforcement of this Mortgage:

(i) The foreclosure and other remedial provisions of this Mortgage we subject to the applicable provisions of Oklahoma law.

(ii) Upon the occurrence of an Event of Default, prior to enforcing the remedies created hereby, notice shall be properly and duly posted as required by the laws of the State of Oklahoma, after which the Mortgaged Property may be sold at public auction for cash. Accordingly, Mortgagee, personally or by its agents or attorneys, shall have the right and power, with or without first taking possession, to declare the Secured Obligation due and payable, and to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as it may elect, the Mortgaged Property and all of Mortgagor's estate, right, title and interest, claim and demand therein and right of redemption thereof, all at such place or places and otherwise in such manner and upon such notice as may be required by Title 46 Okla. Stat. §§ 40-48 (Oklahoma Power of Sale Mortgage Foreclosure Act) or other applicable law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make such conveyance to the purchaser or purchas-

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ers. Mortgagee may postpone the sale of all or any property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and Mortgagee may make other successive sales until all of the Mortgaged Property is legally sold.

(iii) In lieu of or in addition to exercising any power of sale hereinabove given, Mortgagee (whether or not the notice provided Title 46 Okla. Stat. § 44 has been given by Mortgagee, but after the time for cure therein provided if such notice has been given) may proceed by a suit or suits in equity or at law, whether a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or to enforce the payment of the Secured Obligations in accordance with the terms hereof and of the notes, guaranties, or other documents evidencing it, or for the enforcement of any other appropriate legal or equitable remedy. Should Mortgagee elect judicial foreclosure of this Mortgage in lieu of exercising the power of sale hereinabove granted, the Secured Obligations shall, at the election of Mortgagee, become immediately due and payable without notice. Appraisement of the Mortgaged Property is hereby waived, or not waived, at the option of Mortgagee, such option to be exercised at or prior to the time judgment is rendered in any judicial foreclosure hereof. In case of any sale by virtue of judicial proceedings, the Mortgaged Property may be sold in one parcel and as an entirety or in such parcels, manner or order as Mortgagee in its sole discretion may elect.

(iv) To the full extent that it may be lawfully so agreed, Mortgagor, for itself and for all who may claim under Mortgagor, agrees that Mortgagor will not at any time insist upon, plead, claim, or take the benefit or advantage of any stay, extension, or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Mortgage or the sale of the Mortgaged Property, or any part thereof pursuant thereto or the possession thereof by any purchaser at any such sale, but Mortgagor, for itself and all who may claim under it, insofar as Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws.

(v) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE, A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(c) To the extent that the Mortgaged Property is located in the State of Louisiana, the following special provisions shall apply to this Mortgage:

(i) the written evidences of the Secured Obligations have not been paraphed for identification with this Mortgage.

(ii) Mortgagee shall have the right to appoint a keeper of the Mortgaged Property pursuant to the terms and provisions of La. R.S. 9:5136 *et seq.*

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(iii) Mortgagor acknowledges the Secured Obligations secured hereby, whether now existing or to arise hereafter, and confesses judgment thereon if not paid when due.

(iv) upon the occurrence of an Event of Default and at any time thereafter so long as the same shall be continuing, and in addition to all other rights and remedies granted Mortgagee hereunder, it shall be lawful for and Mortgagor hereby authorizes Mortgagee, without making a demand or putting Mortgagor in default, putting in default being expressly waived, to cause all and singular the Mortgaged Property to be seized and sold after due process of law, Mortgagor waiving the benefit of any and all laws or parts of laws relative to appraisement of properties seized and sold under executory process or other legal process, and consenting that the Mortgaged Property may be sold without appraisement, either in its entirety or in lots or parcels, as Mortgagee may determine to the highest bidder for cash or on such other terms as the plaintiff in such proceedings may direct.

(v) Mortgagor hereby waives (a) and the benefit of appraisement provided for in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same, (b) the demand and three days' notice of demand as provided in Articles 2639 and 2721 of the Louisiana Code of Civil Procedure, (c) the Notice of Seizure provided by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure, and (d) the three days' delay provided in Articles 2331 and 2722 of the Louisiana Code of Civil Procedures.

(vi) the mailing address of each of the Mortgagor is set forth on the signature page hereof, and the federal taxpayer identification number of each of Mortgagor and Mortgagee is set forth on the cover page hereto.

(vii) The acceptance of this Mortgage by Mortgagee is presumed and therefore this Mortgage has not been and need not be executed by Mortgagee.

(viii) This Mortgage is being executed by Mortgagor in authentic form, with Mortgagor executing this Mortgage in the presence of the undersigned duly commissioned Notary Public and the undersigned two competent witnesses.

(d) With respect to any portion of the Mortgaged Property located in the State of Mississippi, Mortgagor grants to Mortgagee, its successors, assigns and their agents, a power of sale. Any sale pursuant to such power of sale shall be made after having published notice of the day, time, place and terms of sale in a newspaper published in each county in which the Mortgaged Property is situated or, if none is so published, in some paper having a general circulation therein, for three consecutive weeks preceding the date of sale; and by posting one notice of such sale at the courthouse of each county in which the Mortgaged Property is situated for said period of time. Such notice shall disclose the name of the original Mortgagor or Mortgagors. The Mortgagee, its successors and assigns, shall have the full power to fix the day, time, place and terms of sale, and may appoint any one or more persons or entities as agent to perform any act or acts necessary or incident to any sale held by or on behalf of the Mortgagee, its successors and assigns, including the posting of notices and the conduct of the sale, but in the name,

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and on behalf, of the Mortgagee, its successors and assigns. In connection with the foregoing, Mortgagor waives the provisions of § 89-1-55 of the Mississippi Code of 1972, recompiled and laws amendatory thereto, if any, insofar as said section restricts the right of the Mortgagee, its successors, assigns and their agents, to offer at sale more than 160 acres at one time, and the Mortgagee, its successors, assigns and their agents, may, in their discretion, offer the Mortgaged Property as a whole or in such part or parts as the Mortgagee, its successors and assigns, may deem desirable regardless of the manner in which it may be described. Any sale made by the Mortgagee, its successors, assigns and their agents, hereunder may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Mortgagor also waives the provisions of § 89-1-59 of the Mississippi Code of 1972, recompiled and laws amendatory thereto, if any, insofar as said section allows the Mortgagor to reinstate an accelerated debt.

Section 6.04 Substitute Agents. Mortgagee or its successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of Mortgagee, its successor or substitute. If Mortgagee or its successor or substitute shall have given notice of sale hereunder, any successor or substitute mortgagee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute mortgagee conducting the sale.

Section 6.05 Judicial Foreclosure; Receivership. If any of the Secured Obligations shall become due and payable and shall not be promptly paid, Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction (upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the extant required by law), or for the appointment of a receiver of the rents, issues, profits and revenues of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. To the extent that the Mortgage Property is located in Minnesota, appointment of a receiver shall be pursuant to Minnesota Statutes Section 576.01. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from the date of making such advance by Mortgagee until paid at Post-Default Rate.

Section 6.06 Foreclosure for Installments. To the extent allowed by applicable law, Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Secured Obligations which have not been paid when due either through the courts or otherwise by nonjudicial power of sale in satisfaction of the matured but unpaid portion of the Secured Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest due; such sale may be made subject to the unmatured portion of the Secured Obligations, and any such sale shall not in

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any manner affect the unmatured portion of the Secured Obligations, but as to such unmatured portion of the Secured Obligations this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Secured Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Secured Obligations without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Secured Obligations.

Section 6.07 Separate Sales. To the extent allowed by applicable law, the Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 6.08 Possession of Mortgaged Property. Mortgagor agrees to the full extent that it lawfully may, that, in case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, to the extent provided by applicable law, the Mortgagee or any Person designated by Mortgagee (as permitted by applicable law) shall have the right and power, but not the obligation, to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Mortgagee or any Person designated by Mortgagee (as permitted by applicable law) may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as the Mortgagee shall deem best or any Person designated by Mortgagee (as permitted by applicable law). If an Event of Default exists, in addition to all other rights herein conferred on Mortgagee, Mortgagee or any Person designated by Mortgagee (as permitted by applicable law) may to the extent permitted by applicable law, but will not be obligated to, (1) enter upon the Land and take possession of any or all of the Mortgaged Property without being guilty of trespass or conversion, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; (2) collect, receive and receipt for all proceeds accruing from the operation and management of the Mortgaged Property; (3) make repairs and purchase needed additional property; (4) insure or reinsure the Mortgaged Property; (5) maintain and restore the Mortgaged Property; (6) prepare the Mortgaged Property for resale, lease or other disposition; (7) have furnished to the Mortgaged Property utilities and other materials and services used on or in connection with the Mortgaged Property; and (8) exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property. All costs, expenses and liabilities of every character incurred by Mortgage in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from date of expenditure until paid at the Post-Default Rate, all of which shall constitute a portion of the Secured Obligations and shall be secured by this Mortgage and all other Security Documents. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney-in-fact to perform such acts and execute such documents after an Event of Default as Mortgagee in its sole discretion may consider to be appropriate in connection with

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taking these measures, including endorsement of Mortgagor's name on any instruments. Regardless of any provision of this Mortgage or the Credit Agreement, Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Mortgagor to Mortgagee, unless Mortgagee has given express written notice of Mortgagee's election of that remedy.

Section 6.09 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's representatives, successors or assigns or any other person claiming any interest in the Mortgaged Property by, through or under Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, and at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 6.10 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power and remedy herein given to Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC). Each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

Section 6.11 No Release of Obligations. Neither Mortgagor nor any guarantor nor any other person hereafter obligated for payment of all or any part of the Secured Obligations shall be relieved of such obligation by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor, or any guarantor or any other person so obligated to foreclose the Lien of this Mortgage or to enforce any provision hereunder or under the Credit Agreement; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor, any guarantor or such other person, and in such event Mortgagor, guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Secured Obligations and the complete fulfillment of all obligations hereunder or under the Credit Agreement.

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Section 6.12 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien or security interest created in or evidenced by this Mortgage or its status as a first and prior Lien and security interest in and to the Mortgaged Property, and without in any way releasing or diminishing the liability of any person or entity liable for the repayment of the Secured Obligations. For payment of the Secured Obligations, Mortgagee may resort to any other security therefore held by Mortgagee in such order and manner as Mortgagee may elect.

Section 6.13 Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by virtue of any present or future moratorium law or other law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment including, without limitation, all rights of redemption under the laws of the State of Arkansas, including particularly all rights of redemption under Ark. Code Ann. § 18-49-106; (b) all notices of any Event of Default or of Mortgagee's intention to accelerate maturity of the Secured Obligations or of Mortgagee's election to exercise or his actual exercise of any right, remedy or recourse provided for hereunder or under the Credit Agreement; (c) any right to a marshalling of assets or a sale in inverse order of alienation; and (d) any and all rights Mortgagor may have to a hearing before any Governmental Authority prior to the exercise by Mortgagee, if any, of its rights and remedies under the Loan Documents and applicable low. If any law referred to in this Mortgage and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

To the extent that the Mortgaged Property is located in the State of Iowa, it is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such rights of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

To the extent that the Mortgaged Property is located in the State of Iowa, it is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) the real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or its successors in interest in such action. If the redemption period is so reduced, Mortgagor or its successors in interest or the owner shall have the exclusive right to re-

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deem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or document entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

Section 6.14 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Credit Agreement and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Secured Obligations, this Mortgage, the Credit Agreement, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Section 6.15 Application of Proceeds. The proceeds received by the Mortgagee in respect of any sale of, collection from or other realization upon all or any part of the Mortgaged Property pursuant to the exercise by the Mortgagee of its remedies, together with any other sums then held by the Mortgagee pursuant to this Mortgage, shall be applied in accordance with the Credit Agreement.

Section 6.16 Uniform Commercial Code Remedies. Mortgagee shall have all the rights, remedies and recourses with respect to the Personalty and Fixtures afforded to it by the Applicable UCC in addition to, and not in limitation of, the other rights, remedies and recourses afforded by this Mortgage and the other Loan Documents including, to the extent permitted by applicable law, the right to sell it at public or private sale or otherwise dispose of, lease or use it, without regard to preservation of the Personalty and Fixtures or their value and without the necessity of a court order. At Mortgagee's request, Mortgagor shall assemble the Personalty and Fixtures and make them available to Mortgagee at any place designated by Mortgagee. To the extent permitted by law, Mortgagor expressly waives notice and any other formalities prescribed by law with respect to any sale or other disposition of the Personalty and Fixtures or exercise of any other right or remedy upon default. Mortgagor agrees that Mortgagee, to the extent permitted by applicable law, may, in its sole discretion, sell or dispose of both the Land and the Personalty and Fixtures in accordance with the rights and remedies granted under this Mortgage with respect to Land, and Mortgagor acknowledges that proceeding in such a manner would be commercially reasonable.

Section 6.17 INDEMNITY. IN CONNECTION WITH ANY ACTION TAKEN BY MORTGAGEE PURSUANT TO THIS MORTGAGE, MORTGAGEE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, ACCOUNTANTS AND EXPERTS ("INDEMNIFIED PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY THE GROSS

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NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, NOR SHALL MORTGAGEE BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF MORTGAGOR. MORTGAGOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY; SHOULD MORTGAGEE MAKE ANY EXPENDITURE ON ACCOUNT OF ANY SUCH LIABILITY, LOSS OR DAMAGE, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES, SHALL BE A DEMAND OBLIGATION (WHICH OBLIGATION MORTGAGOR HEREBY EXPRESSLY PROMISES TO PAY) OWING BY MORTGAGOR TO MORTGAGEE AND SHALL BEAR INTEREST FROM THE DATE EXPENDED UNTIL PAID AT THE POST-DEFAULT RATE, SHALL BE A PART OF THE SECURED OBLIGATIONS AND SHALL BE SECURED BY THIS MORTGAGE AND ANY OTHER SECURITY DOCUMENT. MORTGAGOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF MORTGAGEE WITH RESPECT TO THE MORTGAGED PROPERTY TAKEN UNDER THIS MORTGAGE. THE LIABILITIES OF MORTGAGOR AS SET FORTH IN THIS SECTION 6.17 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

Section 6.18 Acknowledgement of Waiver of Hearing Before Sale. To the extent that the Mortgaged Property is located in the State of Minnesota, this Section 6.18 shall apply and Mortgagor understands and agrees that if an Event of Default shall occur, Mortgagee has the right, *inter alia*, to foreclose this Mortgage by advertisement pursuant to Minn. Stat. Chapter 580, as hereafter amended, or pursuant to any similar or replacement statute hereafter enacted; that if Mortgagee elects to foreclose by advertisement, it may cause the Mortgaged Property, or any part thereof, to be sold at public auction; that notice of such sale must be published for six (6) successive weeks at least once a week in a newspaper of general circulation and that no personal notice is required to be served upon Mortgagor. Mortgagor further understands that upon the occurrence of an Event of Default, Mortgagee may also elect its rights under the Applicable UCC and take possession of the Personalty and dispose of the same by sale or otherwise in one or more parcels provided that at least ten (10) days' prior notice of such disposition must be given, all as provided for by the Applicable UCC, as hereafter amended or by any similar or replacement statute hereafter enacted. Mortgagor further understands that under the Constitution of the United States and the Constitution of the State of Minnesota it may have the right to notice and hearing before the Mortgaged Property may be sold and that the procedure for foreclosure by advertisement described above does not insure that notice will be given to Mortgagor and neither said procedure for foreclosure by advertisement nor the Applicable UCC requires any hearing or other judicial proceeding. MORTGAGOR HEREBY EXPRESSLY CONSENTS AND AGREES THAT THE MORTGAGED PROPERTY MAY BE FORECLOSED BY ADVERTISEMENT AND THAT THE PERSONAL PROPERTY MAY BE DISPOSED OF PURSUANT TO THE APPLICABLE UCC, ALL AS DESCRIBED ABOVE. MORTGAGOR ACKNOWLEDGES THAT IT IS REPRESENTED BY LEGAL COUNSEL; THAT BEFORE SIGNING THIS DOCUMENT THIS SECTION AND MORTGAGOR'S CONSTITUTIONAL RIGHTS WERE FULLY EXPLAINED BY SUCH COUNSEL AND THAT MORTGAGOR UNDERSTANDS THE NATURE AND EXTENT OF

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UNDERSTANDS THE NATURE AND EXTENT OF THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER.

Section 6.19 Right to Collect Rents. If an Event of Default exists, the Mortgagee, at its option, shall have the right, power and authority to terminate the license granted to the Mortgagor pursuant to clause (vii) of the definition of "Mortgaged Property" to collect the rents, profits, issues and revenues of the Land, whether paid or accruing before or after the filing of any petition by or against the Mortgagor under the federal Bankruptcy Code, and, without taking possession, in the Mortgagee's own name to demand, collect, receive, sue for, attach and levy all of such rents, profits, issues and revenues, to give proper receipts, releases and acquittances therefor, and to apply the proceeds thereof as set forth in Section 6.15.

ARTICLE 7

CONDEMNATION

Section 7.01 General. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceeding for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagor may be the nominal party in such proceeding but Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation. If the Mortgaged Property is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Mortgagor by virtue of its interest in the Mortgaged Property shall be, and by these presents is, assigned, transferred and set over unto Mortgagee to be held by it, subject to the Lien and security interest of this Mortgage, and disbursed as follows:

(a) if (i) all of the Mortgaged Property is taken, (ii) so much of the Mortgaged Property is taken or the Mortgaged Property is so diminished in value that the remainder thereof cannot (in Mortgagee's reasonable judgment) continue to be operated profitably for the purpose for which it was being used immediately prior to such taking or diminution or (iii) an Event of Default shall have occurred, then in any such event the entirety of the sums so paid to Mortgagee shall be applied by it in the order recited in Section 7.02.

(b) if (i) only a portion of the Mortgaged Property is taken and the portion remaining can be (in Mortgagee's reasonable judgment), with rebuilding, restoration or repair, profitably operated for the purpose for which it was being used immediately prior to such taking or diminution, (ii) none of the other facts recited in Section 7.01(a) exists, (iii) Mortgagor shall deliver to Mortgagee plans and specifications for such rebuilding, restoration or repair acceptable to Mortgagee, which acceptance shall be evidenced by Mortgagee's written consent (which consent shall not be unreasonably withheld) thereto and (iv) Mortgagor shall thereafter commence the rebuilding, restoration or repair and complete same, all in accordance with the plans and specifications, then such sums re-

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ceived by Mortgagee shall be paid to Mortgagor for the rebuilding, restoration or repair; otherwise same shall be applied by Mortgagee in the order recited in Section 7.02.

Section 7.02 Application of Condemnation Proceeds. All proceeds received by Mortgagee with respect to a taking or a diminution in value of the Mortgaged Property shall be applied in the order of priority recited in Section 6.15; except to the extent that such proceeds are required under Section 7.01(b) to be applied to the rebuilding, restoration or repair of the Mortgaged Property.

ARTICLE 8

MISCELLANEOUS

Section 8.01 Instrument Construed as Mortgage, Etc. This Mortgage may be construed as a deed of trust, mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth.

Section 8.02 Performance at Mortgagor's Expense. The cost and expense of performing or complying with any and all of the Secured Obligations shall be borne solely by Mortgagor, and no portion of such cost and expense shall be, in any way or to any extent, credited against any installment on or portion of the Secured Obligations. Mortgagor hereby agrees to pay to Mortgagee on demand (i) all reasonable costs and expenses incurred by Mortgagee in connection with the preparation, negotiation, and execution of this Mortgage and the other Loan Documents and any and all modifications, renewals, extensions and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel in connection therewith, (ii) all reasonable costs and expenses incurred by Mortgagee in connection with the enforcement of this Mortgage or any other Loan Document, including, without limitation, the fees and expenses of legal counsel in connection therewith, and (iii) all other reasonable costs and expenses incurred by Mortgagee in connection with this Mortgage or any other Loan Document, including, without limitation, all costs, expenses, taxes, assessments, filing fees, and other charges levied by any governmental authority or otherwise payable in respect of this Mortgage or any other Loan Document or in obtaining any insurance policy, audit or appraisal in respect of the Collateral.

Section 8.03 Survival of Obligations. Each and all of the Secured Obligations shall survive the execution and delivery of this Mortgage and shall continue in full force and effect until the Secured Obligations shall have been paid in full.

Section 8.04 Further Assurances. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record and/or file such further instruments, including financing statements, and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Mortgage and to subject to the Liens and security interests thereof any property intended by the terms hereof to be covered hereby, including any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Mortgaged Property.

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Section 8.05 Notices. All notices or other communications required or permitted to be given pursuant to this Mortgage shall be in writing and shall be considered as properly given if given in the manner prescribed by Section 12.02 of the Credit Agreement; provided that service of notice as required by the laws of any State in which portions of the Mortgaged Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice. For purposes of notice, the address of Mortgagee and Mortgagor shall be as set forth for each party on the signature page hereof; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth above.

Section 8.06 No Waiver. Any failure by Mortgagee to insist, or any election by Mortgagee not to insist, upon strict performance by Mortgagor of any of the terms, provisions or conditions of this Mortgage shall not be deemed to be a waiver of same or of any other term, provision or condition hereof and Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by Mortgagor of any and all of such terms, provisions and conditions.

Section 8.07 Mortgagee's Right to Perform the Obligations. If Mortgagor shall fail, refuse or neglect to make any payment or perform any act required by this Mortgage, then at any time thereafter, and without notice to or demand upon Mortgagor and without waiving or releasing any other right, remedy or recourse Mortgagee may have because of same, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter upon or in the Land and Buildings for such purpose and to take all such action thereon and with respect to the Mortgaged Property as it may deem necessary or appropriate. Any expenses so incurred by Mortgagee and any money so paid by it shall be a demand obligation owing by Mortgagor to Mortgagee, and Mortgagee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by Mortgagor to Mortgagee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment or other occurrence which gives rise to such amount being owed to such Person until paid at the Post-Default Rate, and all such amounts together with such interest thereon shall be a part of the Secured Obligations. If Mortgagee shall elect to pay any Imposition or other sums due with reference to the Mortgaged Property, Mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate Governmental Authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by this Mortgage, Mortgagee shall not be bound to inquire into the validity of any apparent or threatened adverse title, Lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same.

Section 8.08 Covenants Running with the Land. All covenants, warranties, representations of, and undertakings by, Mortgagor to Mortgagee or the Lenders contained herein are intended by the parties to be, and shall be construed as, covenants running with the Land.

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Section 8.09 Successors and Assigns. All of the terms hereof shall apply to, be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

Section 8.10 Severability. This Mortgage is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws and regulations of applicable Governmental Authorities and the provisions hereof are intended to be limited to the extent necessary that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any provision hereof or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Mortgage nor the application of such provision to other persons or circumstances shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 8.11 Entire Agreement and Modification. This Mortgage may not be amended, revised, waived, discharged, released or terminated orally, but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

Section 8.12 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in more than one county or parish, descriptions of only those portions of the Mortgaged Property located in the county or parish in which a particular counterpart is recorded shall be attached as Exhibit A thereto. An Exhibit A containing a description of all Mortgaged Property situated in the State of Louisiana will be attached to that certain counterpart to be filed with the Clerk of Court of Bossier Parish. An Exhibit A containing a description of all Mortgaged Property wheresoever situated will be attached to that certain counterpart to be attached to a Financing Statement and filed with the Secretary of State of Kansas in the Uniform Commercial Code Records. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

Section 8.13 APPLICABLE LAW. THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS LAWS RELATING TO CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY OTHER JURISDICTION MANDATORILY GOVERN THE ATTACHMENT, CREATION, VALIDITY, PRIORITY, PERFECTION OR MANNER OR PROCEDURE FOR ENFORCEMENT OF THE LIENS OR SECURITY INTERESTS CREATED BY THIS MORTGAGE THEN TO SUCH EXTENT THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF` SUCH OTHER JURISDICTION; PROVIDED, HOWEVER, ANY REMEDIES PROVIDED IN THIS MORTGAGE WHICH ARE VALID UNDER THE LAWS OF THE JURISDICTION WHERE PROCEEDINGS FOR THE ENFORCEMENT OF THIS MORTGAGE ARE TAKEN SHALL NOT BE AFFECTED BY ANY INVALIDITY UNDER THE LAWS OF THE STATE OF NEW YORK.

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MORTGAGOR ACKNOWLEDGES THAT THE SECURED OBLIGATIONS WERE SOLICITED, NEGOTIATED, CLOSED IN THE STATE OF NEW YORK; AND THE BORROWER'S PRINCIPAL PLACE OF BUSINESS IS IN THE STATE OF DELAWARE. MORTGAGOR WAIVES ANY ARGUMENT THAT THE LAWS OF THE STATE OF ARKANSAS OR ANY OTHER STATE OTHER THAN THE STATE OF NEW YORK SHALL APPLY FOR USURY PURPOSES.

Section 8.14 No Partnership. Nothing contained herein is intended to, or shall be construed as, creating to any extent and in any manner whatsoever, any partnership, joint venture, or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

Section 8.15 Headings. The Article, Section and Subsection entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.16 Release of Mortgage. (a) When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement, this Mortgage shall terminate. Upon termination of this Mortgage the Mortgaged Property shall be released from the Lien of this Mortgage. Upon such release or any release of Mortgaged Property or any part thereof in accordance with the provisions of the Credit Agreement, the Mortgagee shall, upon the request and at the sole cost and expense of the Mortgagor, assign, transfer and deliver to Mortgagor, against receipt and without recourse to or warranty by the Mortgagee except as to the fact that the Mortgagee has not encumbered the released assets, such of the Mortgaged Property or any part thereof to be released (in the case of a release) as may be in possession of the Mortgagee and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Mortgaged Property, proper documents and instruments (including UCC-3 termination financing statements or mortgage releases) acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be.

(b) Notwithstanding the foregoing, if (i) the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement, (ii) Secured Obligations of the type described in clause (b) and/or (c) of the definition of Secured Obligations ("Remaining Secured Obligations") remain outstanding and (iii) all or a portion of the repayment of the Secured Obligations is financed by the proceeds of indebtedness of one or more Loan Parties or any affiliate of a Loan Party ("Refinancing Indebtedness") which Refinancing Indebtedness is secured by property of such persons, this Mortgage shall terminate as if the Remaining Secured Obligations have been paid in full and the provisions of paragraph (a) of this Section 8.16 shall apply concurrently with the incurrence of the Refinancing Indebtedness and the securing of the Refinancing Indebtedness and the Remaining Secured Obligations on an equal and ratable basis. For the avoidance of doubt, if the Refinancing

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Indebtedness is not secured, this Mortgage shall not terminate but shall remain in full force and effect.

Section 8.17 Limitation of Obligations with Respect to Mortgaged Property.

(i) Mortgagee shall have no duty or liability to protect or preserve any Mortgaged Property or to preserve rights pertaining thereto other than the duty to use reasonable care in the custody and preservation of any Mortgaged Property in its actual possession. Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any Mortgaged Property in its possession if such Mortgaged Property is accorded treatment substantially equal to that which Mortgagee accords its own like property. Mortgagee shall be relieved of all responsibility for any Mortgaged Property in its possession upon surrendering it, or tendering surrender of it, to Mortgagor or to such other Person entitled thereto by law.

(ii) Nothing contained in this Mortgage shall be construed as requiring or obligating Mortgagee, and Mortgagee shall not be required, or obligated, to (i) make any demand, or make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim or notice or take any action, with respect to any Mortgaged Property or the monies due or to become due thereunder or in connection therewith, (ii) ascertain or take action with respect to calls, conversions, exchanges, maturities, tenders, offers or other matters relating to any Mortgaged Property, whether Mortgagee has or is deemed to have knowledge or notice thereof, (iii) take any necessary steps to preserve rights against any prior parties with respect to any Mortgaged Property, or (iv) notify Mortgagor or any other Person of any decline in the value of any Mortgaged Property.

Section 8.18 Exculpation Provisions. Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

Section 8.19 Acknowledgement of Receipt of Copies of Debt Instrument. To the extent that the Mortgaged Property is located in Iowa, any Mortgagor of such Mortgaged Property hereby acknowledges a receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby and other related agreements, documents and instruments.

Section 8.20 MODIFICATIONS. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MORTGAGE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS MORTGAGE MAY BE**

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LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS MORTGAGE ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN YOU AND MORTGAGEE. THE MODIFICATION OF ANY OTHER CREDIT AGREEMENT NOW IN EFFECT BETWEEN YOU AND MORTGAGEE, WHICH OCCURS AFTER RECEIPT BY YOU OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

Section 8.21 ALABAMA STATE SPECIFIC PROVISIONS. To the extent of any conflict between the terms and provisions of this Section 8.21 and the terms and provisions otherwise contained in this Mortgage, the terms and provisions of this Section 8.21 shall govern and control the rights and obligations of the parties.

(a) By amending Section 2.01 of this Mortgage by deleting the words therein contained:

> "To secure the full and timely payment, performance and discharge of the Secured Obligations, Mortgagor hereby irrevocably GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS, MORTGAGES, WARRANTS, PLEDGES AND HYPOTHECATES unto Mortgagee..."

and in substitution thereof, adding the following words:

> "To secure the full and timely payment, performance and discharge of the Secured Obligations, Mortgagor hereby irrevocably GRANTS, BARGAINS, SELLS, ASSIGNS AND CONVEYS unto Mortgagee..."

The remainder of such sentence and the rest of the Section is adopted and incorporated herein by reference thereto as if fully set forth herein.

(b) By further amending Section 2.01 of this Mortgage by adding the words, "its successors and assigns", following the word "Mortgagee" in the phrase "TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, forever".

(c) By amending Section 2.02 of this Mortgage by adding the words, "its successors and assigns", following the word "Mortgagee" in the phrase "GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER AND SET OVER, unto Mortgagee,..."

(d) By amending Section 2.03 (b) by adding a new subsection thereto to read as follows: "and (vi) the State of Alabama, Mortgagor and Mortgagee intend that, in addition to the Secured Obligations, this Mortgage shall secure (a) all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee, due or to become due, and now existing or hereafter incurred, contracted or arising and (b) any and all advances under the revolving line of credit pro-

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vided in the Loan Documents that may be made, prepaid and re-borrowed from time to time. When the term "Secured Obligations" is used in this Mortgage it shall be deemed to include (a) and (b) above."

(e) By adding that the date of this Mortgage is intended as a date for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on that date.

Section 8.22 SOUTH DAKOTA STATE SPECIFIC PROVISIONS. With respect to any Mortgaged Property located in the State of South Dakota, to the extent of any conflict between the terms and provisions of this Section 8.22 and the terms and provisions otherwise contained in this Mortgage, the terms and provisions of this Section 8.22 shall govern and control the rights and obligations of the parties.

(1) In the case of default in the payment of the principal sum of money, or any part thereof, or interest thereon at the time specified for payment thereof, or in the case of nonpayment of any taxes, assessments, or insurance as required, or of breach of any covenant or agreement contained in the Mortgage, then, the total debt, principal and interest, shall at the option of the holder of the mortgage, immediately become due and payable, upon twenty days' notice to the Mortgagor. The notice may be given concurrently with any notice of the Mortgagor's right to cure existing defaults. Thereafter the Mortgage may be foreclosed, as provided in SDCL Chapter 21-49;

(2) In the case of foreclosure, the holder of the Mortgage shall recover reasonable attorney fees and actual disbursements necessarily incurred;

(3) In the case of foreclosure, the holder of the Mortgage is authorized to appoint a receiver to take possession of the Mortgaged Property, if the Mortgaged Property is abandoned, or to have a receiver appointed by the circuit court upon sufficient proof being established therefor;

(4) The Mortgagee may establish an account for the collection of installment payments for taxes and insurance to be held in escrow, in an account with the Mortgagee, until the due dates thereof;

(5) In the case of foreclosure, and during the period of redemption, the Mortgagor assigns all his rights and interest to the rental or income of the Mortgaged Property;

(6) In the case of foreclosure, the Mortgagor shall pay to the holder of the Mortgage the difference between the net proceeds of sale, if less than the total debt due;

(7) If the Mortgaged Property is sold without the prior consent of the Mortgagee, the entire balance owing may at the option of the Mortgagee be declared immediately due and payable upon sixty days notice to the Mortgagor, and the Mortgage foreclosed as provided in SDCL Chapter 21-49;

(8) In the case of foreclosure by action, the holder of the certificate of sale may apply to the court for a reduction of the redemption period if the Mortgaged Property has been abandoned

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by the Mortgagor. If, after notice to the parties as the court directs, the court finds the Mortgaged Property has been abandoned, the redemption period may be reduced. The redemption period may not be reduced to less than sixty days from the date of recording the certificate of sale; or

(9) The notice requirements of this Section 8.22 shall be satisfied when the notice is deposited in the United States mail, registered or certified mail, return receipt requested, and addressed to the last known address of the Mortgagor.

[SIGNATURES BEGIN NEXT PAGE]

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The laws of the State of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the Mortgaged Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT THAT THE MORTGAGED PROPERTY IS LOCATED IN THE STATE OF SOUTH CAROLINA OR ANY OTHER JURISDICTION WHICH PROVIDES RELIEF TO MORTGAGORS PURSUANT TO VALUATION AND/OR APPRAISAL LAWS, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY VALUATION AND/OR APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY AND ALL SECURED OBLIGATIONS ARE DUE AND PAYABLE IN FULL REGARDLESS OF SUCH APPRAISED VALUE.

TO THE EXTENT THAT THE PROPERTY IS LOCATED IN THE STATE OF SOUTH DAKOTA, THE PARTIES AGREE THAT (i) THE PROVISIONS OF THE ONE HUNDRED EIGHTY DAY REDEMPTION MORTGAGE ACT GOVERN THIS MORTGAGE AND (ii) THIS MORTGAGE CONSTITUTES A COLLATERAL REAL ESTATE MORTGAGE PURSUANT TO SDCL 44-8-26.

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WITNESS THE EXECUTION HEREOF, as a sealed instrument, as of the date first above written.

MORTGAGOR;

NPC INTERNATIONAL, INC.,
a Kansas corporation

By: _____
Susan Dechant,
Assistant Secretary

Address of Mortgagor/Debtor:

NPC International, Inc.
720 West 20th Street
Pittsburg, Kansas 66762
Attn: Jim Villamaria

Address of Mortgagee/Secured Party:

JPMORGAN CHASE BANK, N.A.
707 Travis Street, 8th Floor N
Houston, TX 77002
Tax ID No: [redacted]
Attn: Debra Harris

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STATE OF KANSAS §
§
COUNTY OF CRAWFORD §

AL:

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Susan Dechant, whose name as Assistant Secretary 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

AR:

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, appeared in person Susan DeChant, being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally well known, who stated that she was the Assistant Secretary of NPC International, Inc., a Kansas corporation, and was duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated that she had so signed, executed and delivered said instrument for the purposes therein mentioned and set forth.

FL:

THE FOREGOING INSTRUMENT was acknowledged before me this ___ day of _____, 2006, by Susan Dechant, as Assistant Secretary of NPC International Inc., a Kansas corporation, who is personally known to me.

IA:

On this ___ day of _____, 2006, before me, a Notary Public, in and for said county, personally appeared Susan Dechant, to me personally known, who being by me duly sworn did say that that person is Assistant Secretary of NPC International, Inc., a Kansas corporation, and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Susan Dechant acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

KS:

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, appeared in person Susan Dechant, who stated that he was the Assistant Secretary of NPC International, Inc., a Kansas corporation, and was duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated that she had so signed, executed and delivered said instrument for the purposes therein mentioned and set forth.

KY:

The foregoing instrument was acknowledged before me this ___ day of _____, 2006, by Susan Dechant, as Assistant Secretary of NPC International, Inc., a Kansas corporation, on behalf of the corporation.

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LA:

On this ___ day of _____, 2006, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Susan Dechant ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Assistant Secretary of the corporation and who acknowledged that Appearer executed the aforegoing instrument as the Assistant Secretary of the corporation by authority of said corporation's Board of Directors on behalf of and as the free act and deed of said corporation.

MS:

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2006, within my jurisdiction, the within named Susan Dechant, who acknowledged that she is Assistant Secretary of NPC International, Inc., a Kansas corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

0K:

This instrument was acknowledged before me on this ___ day of _____, 2006, by Susan Dechant, as Assistant Secretary of NPC International, Inc., a Kansas corporation on behalf of said corporation.

SD:

On this the ___ day of _____, 2006, before me, _____, the undersigned officer, personally appeared Susan Dechant, who acknowledged himself to be the Assistant Secretary of NPC International, Inc., a Kansas corporation, and that she, as such Assistant Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Assistant Secretary.

SC:

I _____, do hereby certify that Susan Dechant, Assistant Secretary of NPC International, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 2nd day of May, 2006.

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

Ruth Goodpaster

Notary Public for the State of Kansas

My Commission Expires: _____

Ruth Goodpaster
Notary Public
State of Kansas
My appt. Exp. 2-8-10

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EXHIBIT A

[Attached hereto]

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lwb
Print Date: 1/30/06

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT

SCHEDULE A

CTIC File #120600476/Store 1102

Our File Number: **7217T-06F**

Commitment Effective Date: **January 19, 2006 at 08:00 am**

1. Policy (or Policies) to be issued:

(a)	ALTA OWNER'S POLICY	POLICY AMOUNT
	Proposed Insured: **Any Purchaser**	**$to be determined**
(b)	ALTA LOAN POLICY	
	Proposed Insured:	
	Proposed Mortgagor:	

2. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

NPC International, Inc., a Kansas Corporation

3. The land referred to in the Commitment is described as follows:

A portion of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 25; thence East along the South line of said Southwest 1/4 of Southwest 1/4 a distance of 130.60 feet to a rebar on the Westerly right of way line of U.S. Highway 31 South (200 foot right of way); thence North 14°31'00" East along said right of way line a distance of 675.00 feet to a nail in curb marking the Southeast corner and Point of Beginning of the following described parcel; thence North 75°29'00" West a distance of 210.00 feet to a rebar; thence North 14°31'00" East a distance of 100.00 feet to a rebar; thence South 75°29'00" East a distance of 210.00 feet to a rebar on said Westerly right of way line; thence South 14°31'00" West along said right of way line a distance of 100.00 feet to the Point of Beginning.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section I and Schedule B-Section II. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

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lwb
Print Date: 1/30/06

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT

SCHEDULE A

CTIC File #120600488/Store 1649

Our File Number: **7217T-06S**

Commitment Effective Date: **January 19, 2006 at 08:00 am**

1. Policy (or Policies) to be issued:

		POLICY AMOUNT
(a)	ALTA OWNER'S POLICY	**$to be determined**
	Proposed Insured: **Any Purchaser**	
(b)	ALTA LOAN POLICY Proposed Insured:	
	Proposed Mortgagor:	

2. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

NPC International, Inc., a Kansas Corporation

3. The land referred to in the Commitment is described as follows:

Part of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at a 5/8 inch rebar marking the intersection of the Southeasterly right of way line of Oak Mountain Circle (25 foot right of way) with the Southwesterly right of way line of State Park Road (variable width right of way); thence South 35°21'43" East along said right of way line of State Park Road a distance of 142.98 feet to a rebar; thence South 13°14'33" East along said right of way line a distance of 23.50 feet to an "X" in concrete; thence South 68°48'16" West a distance of 205.16 feet to a half inch rebar; thence North 31°41'12" West a distance of 127.62 feet to a half inch rebar on said Southeasterly right of way line of Oak Mountain Circle; thence North 58°18'46" East along said right of way line a distance of 200.00 feet to the Point of Beginning.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section I and Schedule B-Section II. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

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EXHIBIT B

PERMITTED COLLATERAL LIENS

Each of the liens and other encumbrances excepted as being prior to the Lien hereof as set forth in Schedule B to the Pro Forma Policy issued by Chicago Title Insurance Company, dated as of the date hereof and delivered to Mortgagee on the date hereof, relating to the real property described in Exhibit A attached hereto.