United States Bankruptcy Court Southern - Texas
ENTERED
08/28/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

	§	
In re	§	**Chapter 11**
	§	
NPC INTERNATIONAL, INC.,	§	**Case No. 20–33353 (DRJ)**
***et al.*,**	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	**Re: Docket No.** 459

ORDER (I) AUTHORIZING AND APPROVING SETTLEMENT AGREEMENT BETWEEN DEBTORS AND PIZZA HUT, LLC AND (II) GRANTING RELATED RELIEF

Upon the joint motion, dated August 17, 2020 (the "**Motion**"),[2] submitted by NPC International, Inc. ("**NPCI**") and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), Debtors and Pizza Hut, LLC (/f/k/a Pizza Hut, Inc.) ("**Pizza Hut**" and, together with the Debtors, the "**Parties**") for (a) authority to enter into and approval of the Settlement Agreement, between and among the Parties, substantially in the form attached hereto as **Exhibit 1** to this Order, and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Koza Declaration filed contemporaneously with the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are NPC International, Inc. (7298); NPC Restaurant Holdings I LLC (0595); NPC Restaurant Holdings II LLC (0595); NPC Holdings, Inc. (6451); NPC International Holdings, LLC; (8234); NPC Restaurant Holdings, LLC (9045); NPC Operating Company B, Inc. (6498); and NPC Quality Burgers, Inc. (6457). The Debtors' corporate headquarters and service address is 4200 W. 115th Street, Suite 200, Leawood, KS 66211.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Settlement Agreement, as applicable.

notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having held a hearing on the Motion on August 28, 2020 (the "**Hearing**"); and upon the record of the Hearing and upon all of the proceedings before the Court; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefore:

IT IS HEREBY ORDERED THAT:

1. The Debtors are hereby authorized to enter into the Settlement Agreement with Pizza Hut.

2. The Debtors are authorized to enter into, perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and fully implement the Settlement Agreement in accordance with the terms, conditions, and agreements set forth in the Settlement Agreement, including entry into the Settlement Agreement, all of which are hereby approved.

3. Nothing contained in the Motion, this Order, or any actions taken by the Parties pursuant to the relief granted in the Order shall be construed as: (i) an admission as to the validity of any claim against the Debtors, or (ii) a waiver or limitation of the Parties' rights under the Franchise Agreements, the CAA, and Ancillary Agreements, the Restructuring Support

Agreement, the Bankruptcy Code, and other applicable law, including, but not limited to, with respect the Chapter 11 Plan or a sale process under section 363 of the Bankruptcy Code, except as agreed to under the Settlement Agreement.

4. The requirements of Bankruptcy Rule 6004(a) are waived.

5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

6. The Debtors and Pizza Hut are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: August 28, 2020.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Settlement Agreement

Execution Copy

PIZZA HUT RESTAURANT CLOSURE CONSENT AGREEMENT

This Pizza Hut Restaurant Closure Consent Agreement (this "**Agreement**") is made and entered into as of August 13, 2020 (the "**Execution Date**") by and between NPC International, Inc. ("**NPCI**") and certain other undersigned Debtors (as defined below), and Pizza Hut, LLC. ("**Pizza Hut**", and together with the Debtors, each a "**Party**" and collectively the "**Parties**").

RECITALS

A. Pizza Hut is a Delaware limited liability company which licenses, through the execution of franchise agreements, certain trademarks, trade names, service marks, symbols, slogans, emblems, logos, designs, and other indicia of origin to franchisees to allow such franchisees to operate quick service restaurants under the Pizza Hut® marks.

B. NPCI is a Kansas corporation which, together with its affiliates, collectively operates 1,227 Pizza Hut restaurants (each a "**Restaurant**" and, collectively, the "**Restaurants**").

C. NPCI is party to approximately 139 franchise agreements with Pizza Hut (approximately 126 of which govern open and operating Restaurants), which have from time to time been added to, amended, supplemented, and modified through various amendments and Ancillary Agreements[1] (each a "**Franchise Agreement**" and, collectively, the "**Franchise Agreements**").

D. Pursuant to the Franchise Agreements, NPCI must obtain prior consent from Pizza Hut to close any Restaurants except upon: (1) the occurrence of a force majeure event, (2) an agreement by NPCI to offset the closing of such Restaurant by developing a new restaurant within the same trade area in accordance with the applicable Franchise Agreement, or (3) if a lease for a particular Restaurant location expires in accordance with its terms after NPCI has attempted to secure the renewal of such lease on commercially reasonable terms, except that NPCI must attempt to relocate such store within a reasonable time not to exceed ninety (90) days after the date of such lease expiration unless otherwise agreed to in writing.

E. NPCI and certain of its affiliates party hereto (collectively, the "**Debtors**") commenced cases (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") on July 1, 2020 (the "**Commencement Date**").

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[1] "**Ancillary Agreements**" shall be defined to include the 2016 Asset Partner Plan between Pizza Hut and NPCI (the "**APP**"); the 2017 Pizza Hut Transformation Amendment between Pizza Hut and NPCI (as amended by that certain Letter Amendment dated April 28, 2017, the "**Transformation Amendment**"); the 2018-2019 Capital Redeployment Agreement between Pizza Hut and NPCI; the 2018 Side Letter Agreement relating to the Capital Redeployment Agreement between Pizza Hut and NPC Restaurant Holdings I LLC; the 2018 New Delco Incentive Program Participation Agreement between Pizza Hut and NPCI; and the Consent and Amendment Agreement, dated as of January 31, 2018, by and among certain of the Debtors and Pizza Hut (the "**CAA**"). For the avoidance of doubt, the inclusion of the CAA in the definition of Ancillary Agreements shall in no way be construed as an admission by either of the Parties as to the status or effect, if any, of the CAA on the Franchise Agreements, and the Parties reserve all rights under the CAA, the Bankruptcy Code, and other applicable law regarding the CAA or with respect to the CAA as it may relate to the Franchise Agreements.

F. The Parties have agreed that, in view of the potential cost, delay, and litigation risk related to Restaurant closures, a consensual agreement and settlement between the Parties to agree to the closure of certain of the Debtors' Restaurants is in the best interests of the Parties, as well as the Debtors' estates and stakeholders.

G. Following extensive, good faith, arm's-length negotiations, the Parties agreed to certain terms and conditions pursuant to which Pizza Hut agrees to consent to the closure of certain Restaurants in exchange for certain enumerated consideration. The Parties have agreed to fully memorialize the terms of that agreement herein.

Accordingly, the Parties agree as follows:

Article 1: Agreement to Close Locations

1.1 Approval of Restaurant Closures.

(a) "Consent". For purposes of this Agreement, prior, affirmative consent, as necessary and applicable, shall be deemed to have been granted by Pizza Hut (in writing) under the applicable Franchise Agreements for the closure of the Closing Restaurants (as defined below). Pizza Hut acknowledges and expressly agrees that this Consent is sufficient to approve the closure of any Closing Restaurant under the applicable Franchise Agreement without the payment of any consideration other than as specifically set forth in this Agreement, and this consent shall preclude Pizza Hut from declaring a default under any applicable Franchise Agreement and Ancillary Agreements, as applicable on account of the closure of any Closing Restaurant. Pizza Hut, the Debtors, and Reorganized NPCI (as defined below) shall be forever barred, estopped, and enjoined from asserting that the Closing Restaurants were not closed with the Consent of Pizza Hut so long as such closures occur in accordance with this Agreement.

(b) Approved Closures. Pizza Hut provides its Consent to the closure of the [redacted] Restaurants (each an "**Approved Restaurant**" and, collectively, the "**Approved Restaurants**") identified on **Exhibit 1** attached hereto, subject to the terms of (i) this Agreement, (ii) the terms of the Franchise Agreements as modified by this Agreement with respect to Closing Restaurants, and (iii) the terms of the applicable Franchise Agreements that have not otherwise been modified by this Agreement, including, but not limited to, de-identification requirements, immediately upon the entry of the Approval Order (as defined below).

(c) Conditionally Approved Closures. Pizza Hut further provides its Consent to the closure, subject to the terms of this Agreement and the applicable Franchise Agreements (except as such terms have been modified by this Agreement with respect to the Closing Restaurants), including, but not limited to, de-identification requirements, of the [redacted] additional Restaurants (each a "**Conditionally Approved Restaurant**" and, collectively, the "**Conditionally Approved Restaurants**" and, collectively with the Approved Restaurants, the "**Closing Restaurants**") identified on **Exhibit 2** attached hereto, subject to the following conditions:

(i) The Conditionally Approved Restaurants may be closed, in the Debtors' discretion:

(A) following an order of the Bankruptcy Court approving the sale of all or a portion of the Restaurants pursuant to section 363 of the Bankruptcy Code (such process, the "**PH Sales Process**") becoming final and not appealable, but only if such Conditionally Approved Restaurants are within the geographic market(s) sold pursuant to such an order; or

(B) in the event that the PH Sales Process does not result in the entry of a final and not appealable order of the Bankruptcy Court approving the sale of a particular market that includes a Conditionally Approved Restaurant, then pursuant to a plan of reorganization proposed by the Debtors pursuant to chapter 11 of the Bankruptcy Code (the "**Chapter 11 Plan**"); *provided that*, if the Conditionally Approved Restaurants are closed pursuant to the Chapter 11 Plan, then (1) such Chapter 11 Plan shall provide for the redevelopment by the Debtors, as reorganized pursuant to the Chapter 11 Plan ("**Reorganized NPCI**"), of new restaurants equal in number to the number of the Conditionally Approved Restaurants closed pursuant to the Chapter 11 Plan (such new restaurants, the "**Redeveloped Restaurants**"), which Redeveloped Restaurants may be redeveloped by Reorganized NPCI anywhere within Reorganized NPCI's collective network of Trade Areas (as defined below) within twenty-four (24) months of the effective date of the Chapter 11 Plan (the "**Effective Date**"), and (2) the redevelopment of the Redeveloped Restaurants by Reorganized NPCI must comply with the existing requirements and procedures for development set forth in the Franchise Agreements and Ancillary Agreements, as applicable.

(d) For the avoidance of doubt, Pizza Hut's Consent to the closure of the Closing Restaurants does not obligate the Debtors to close any of the Closing Restaurants, and the Debtors retain the right, in their sole discretion, to close any Closing Restaurants, subject to subsection (e), below, through the later of (i) December 28, 2020, or (ii) the Effective Date (the "**Closure Deadline**"). Following the Closure Deadline, with respect to any Approved Restaurants that have not been closed, the Debtors or Reorganized NPCI may only close such Restaurants subject to then-current closure obligations under the then-applicable Franchise Agreements governing such Restaurants.

(e) The Debtors and Reorganized NPCI, as appropriate, shall comply with all applicable laws and terms of the Franchise Agreements applicable to the closure of the Closing Restaurants and nothing herein shall impact the Debtors' obligations or Pizza Hut's rights under the applicable Franchise Agreements.[2] The Debtors and Reorganized NPCI, as applicable, shall consult with Pizza Hut regarding suitable timing and planning for the closure of any Closing

[2] For the avoidance of doubt, the Debtors and Reorganized NPCI remain responsible for all consequences and liabilities associated with real property instruments.

Restaurants and shall provide Pizza Hut not less than fourteen (14) days' written notice of the closure of any Closing Restaurants (the "**Closure Notice**").

(f) The Debtors and Reorganized NPCI, as applicable, are obligated to de-identify all closed Restaurants, as set forth in the Franchise Agreements in accordance with Brand Standards.[3] The de-identification includes, but is not limited to, the interior (Back of House and Front of House) and exterior to protect Pizza Hut's trademarks and service marks. The Debtors and Reorganized NPCI, as applicable, shall complete such de-identification within ninety (90) days of the Closing Restaurant's closure and shall promptly notify Pizza Hut in writing of such completion (the "**DID Notice**"); *provided that* the Debtors will use commercially reasonable efforts to complete de-identification of each Closing Restaurant as soon as practicable following any closure. Each DID Notice shall serve as the Debtors' and Reorganized NPCI's certification that they have satisfied each de-identification requirement set forth in the Franchise Agreements, including, but not limited to, removing all equipment and proprietary items from the applicable Closing Restaurant. Notwithstanding anything to the contrary in the Franchise Agreements, the Debtors and Reorganized NPCI, as applicable, shall have no obligation to maintain access to the interior of the applicable Closing Restaurant upon delivery of the DID Notice. TrendSource, acting as Pizza Hut's agent, will have no later than thirty (30) days after Pizza Hut's receipt of the DID Notice to capture de-identification photographs and submit them to Pizza Hut.[4] The Debtors and Reorganized NPCI acknowledge that if Restaurants are not properly de-identified, the goodwill associated with the Pizza Hut brand could be materially compromised.

1.2 Joint Motions. Within three (3) business days of this Agreement being duly executed by the Parties, the Parties shall file (a) a joint motion and proposed order (the "**Joint Approval Motion**") for entry of an order approving this Agreement and authorizing the Debtors to take all actions necessary to close the Closing Restaurants without further order of the court (the "**Approval Order**") and (b) a joint motion and proposed order (the "**Joint Seal Motion**") for entry of an order authorizing the Parties to file a redacted Joint Approval Motion redacting **Exhibits 1, 2** and **3** and file the unredacted Joint Approval Motion under seal with the Bankruptcy Court (the "**Seal Order**"). The Parties agree to work in good faith and use commercially reasonable efforts to timely file the Joint Approval Motion and the Joint Seal Motion pursuant to the terms of this Agreement.

1.3 Confidentiality. Each of the Parties agrees to keep the Closing Restaurants and Retained Trade Areas (as defined below) listed on **Exhibits 1**, **2**, and **3** confidential until such time as any particular Closing Restaurant actually closes or the Debtors determine, in consultation with

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[3] *See* Pizza Hut Brand Standards, dated June 2020.

[4] Pizza Hut's and/or TrendSource's delay to capture de-identification photographs or otherwise document the Debtors' and Reorganized NPCI's, as applicable, de-identification of any Closing Restaurant shall neither waive the Debtors' and Reorganized NPCI's, as applicable, de-identification obligations under the Franchise Agreements, nor waive Pizza Hut's rights to seek all remedies under the Franchise Agreements; *provided, that* Pizza Hut agrees that it shall not be a default under the applicable Franchise Agreements if Pizza Hut or TrendSource is unable to access the interior of a Closing Restaurant after delivery of a DID Notice.

Pizza Hut, to make public the respective Closing Restaurants and Retained Trade Areas contained in the exhibits or otherwise consent, in writing, to their disclosure, except as may be necessary to secure entry of the Approval Order and the Seal Order by the Bankruptcy Court; provided, however, that each of the Parties is permitted to disclose the information contained on **Exhibits 1**, **2**, and **3** if required by court order or any law or regulation, or by valid legal process, provided such Party promptly notifies the other Party upon receipt of service of legal process or upon learning that legal process may be served, whichever is sooner. Parties are explicitly permitted to share drafts and copies of **Exhibits 1, 2**, and **3** with their respective counsel, advisors (including but not limited to financial advisors and public relations teams), and third-parties (including but not limited to technology contractors) who are critical to effectuating this Agreement, to the extent that each of these individuals maintain the Parties' confidentiality requirements. The Debtors are further permitted to share drafts and copies of **Exhibits 1, 2**, and **3** with (a) the lenders party to that certain Super-Priority Term Loan Credit Agreement dated January 21, 2020 (as amended) and that certain First Lien Credit Agreement dated April 20, 2017 (as amended) and their counsel, and (b) counsel to the official committee of unsecured creditors in the Chapter 11 Cases (the "**UCC**") on a "professional eyes only" basis. The Parties agree to be liable for any breach of the confidentiality requirements of this section by any of their respective counsel, advisors, and third-parties that receive the information discussed in this section. Nothing contained herein shall be deemed to waive, amend, or modify the terms of any confidentiality or non-disclosure agreement between the Debtors, Reorganized NPCI and Pizza Hut.

1.4 Amendments to Closing Restaurants List. The lists of Approved Restaurants and Conditionally Approved Restaurants contained on **Exhibit 1** and **2**, respectively, shall not be amended except by the written consent of the Parties.

1.5 Additional Closures. Absent the express consent of Pizza Hut, no additional Restaurants may be closed during the pendency of the Chapter 11 Cases, including, for the avoidance of doubt, pursuant to: (a) the consummation of a sale or sales of all or a portion of the Restaurants pursuant to section 363 of the Bankruptcy Code (other than as provided for in section 1.1(c)(i) above), or (b) the Chapter 11 Plan. Following the earlier of the Effective Date, the appointment of a Chapter 11 Trustee, or an order converting the Chapter 11 Cases to Chapter 7, any and all Restaurant closures shall be subject to the Debtors' or Reorganized NPCI's, as applicable, then-current closure obligations under the then-applicable Franchise Agreements governing such Restaurants. For the avoidance of doubt, the Debtors retain their rights to relocate a Restaurant due to any unavoidable loss of Restaurant occupancy rights in accordance with the Franchise Agreements.

Article 2: Location Closure Conditions

2.1 Trade Areas.

(a) Trade Area. "**Trade Area**" shall be defined as the area and delivery zone map in which each Restaurant is authorized to exclusively operate within and under the applicable Franchise Agreement.

(b) Retained Trade Areas. The Debtors shall be entitled to retain those [redacted] trade areas corresponding to the Closing Restaurants listed on **Exhibit 3** attached hereto (the "**Retained Trade Areas**"), subject to the following conditions:

(i) The Debtors and Reorganized NPCI shall retain the exclusive right to develop Pizza Hut restaurants in the [redacted] Retained Trade Areas listed on **Exhibit 3** as "**24-Month Offsets**" for a period of twenty-four (24) months after the date of the Approval Order. At the end of this twenty-four (24) month period, this exclusive right terminates.

(ii) The Debtors and Reorganized NPCI shall retain the exclusive right to develop Pizza Hut restaurants in the [redacted] Retained Trade Areas listed on **Exhibit 3** as "**Retained Trade Areas**" through the remaining term of the applicable Franchise Agreement to which such Retained Trade Area is subject.

(iii) With respect to the Restaurants other than the Closing Restaurants (the "**Remaining Restaurants**") located in any of the eighteen (18) regional territories of Reorganized NPCI's Pizza Hut business (each a "**Regional Territory**," and, collectively, the "**Regional Territories**"), in the event that Reorganized NPCI closes more than 30% of the Remaining Restaurants that are located within any one of the Regional Territories, the Debtors shall lose all rights to the Retained Trade Areas located in such Regional Territory.

(c) For the avoidance of doubt, all other Trade Areas that are not Retained Trade Areas shall be deemed forfeited by the Debtors and Reorganized NPCI to Pizza Hut upon the closure of any Closing Restaurant located in such Trade Area that is not a Retained Trade Area.

2.2 Released Equipment. Within five (5) days after the closure of a Closing Restaurant, the Debtors shall deliver an inventory of the equipment[5] at the respective Closing Restaurant (each an "**Equipment Inventory Notice**," and, collectively, the "**Equipment Inventory Notices**"), which the Debtors shall use commercially reasonable efforts to make complete. Pizza Hut shall deliver to the Debtors or Reorganized NPCI, as applicable, prior, written notice (an "**Equipment Notice**") of its intent to obtain possession of the equipment located in any Closing Restaurant (the "**Released Equipment**") from the Debtors or Reorganized NPCI, as applicable, within seven (7) days after the Debtors or Reorganized NPCI, as applicable, provide an Equipment Inventory Notice. Pizza Hut shall not be required to deliver an Equipment Notice until seven (7) days after Pizza Hut receives such Equipment Inventory Notice. The Debtors agree (i) to turn over any of the Released Equipment listed on an Equipment Notice, and (ii) that such Released Equipment shall be the sole and exclusive property of Pizza Hut upon removal from the respective Closing Restaurant; *provided that* Pizza Hut shall:

(a) coordinate the removal of Released Equipment from the Closing Restaurants with the Debtors and Reorganized NPCI, as applicable, and remove the Released

[5] Equipment shall not include any proprietary technology equipment of the Debtors, including point of sale systems and back office hardware relating to the Debtors' proprietary information.

Equipment before the later of: (i) fourteen (14) days after delivery of the applicable Equipment Inventory Notice, or (ii) the Anticipated Rejection Date (as defined below);

(b) cooperate with any reasonable requests of the lessors of the Closing Restaurants with respect to the removal of the Released Equipment;

(c) pay all costs associated with delivery and removal of the Released Equipment; and

(d) in the event the Debtors and Reorganized NPCI (i) provide timely Equipment Inventory Notices and the removal of the Released Equipment does not occur on or after the later of: (1) fourteen (14) days after delivery of the applicable Equipment Inventory Notice, or (2) the proposed rejection date of the corresponding lease agreement for any Closing Restaurant under the Bankruptcy Code as set forth in any motion or notice with respect thereto (the "**Anticipated Rejection Date**"), of which the Debtors will timely provide notice to Pizza Hut, Pizza Hut shall pay to the Debtors the incremental, directly related costs under the applicable lease agreement for the Closing Restaurants that accrue on and after the Anticipated Rejection Date (including any rent, additional rent or common area charges thereunder); or (ii) do not provide timely Equipment Inventory Notices and the removal of the Released Equipment does not occur until after the Anticipated Rejection Date, the Debtors or Reorganized NPCI shall be responsible for all attendant costs under the applicable lease agreement (including any rent, additional rent or common area charges thereunder) for the Closing Restaurants that accrue until fourteen (14) days after delivery of the applicable Equipment Inventory Notice to Pizza Hut, and shall not seek reimbursement from Pizza Hut for costs accrued prior to that time.

Article 3: <u>Royalty and AdCom Payments</u>

3.1 As consideration for the Consent granted herein by Pizza Hut, the Debtors agree to pay Pizza Hut, within three (3) business days after the date of the entry of the Approval Order:

(a) all outstanding prepetition contributions to the Advertising Fund ("**AdCom Fees**"), Digital Innovation Fees (as defined in the Transformation Amendment), and other system costs, exclusive of Service Fees or Monthly Service Fees (as defined in the applicable Franchise Agreements) ("**Royalties**"), owed by the Debtors, which the Parties agree shall be in the amount of $5,263,364.[6]

(b) all outstanding prepetition Royalties owed by the Debtors with respect to the Remaining Restaurants (the "**Remaining Restaurant Royalties**") after the payment of Remaining Restaurant Royalties by funds drawn by Pizza Hut pursuant to the letter of credit issued in favor of Pizza Hut as beneficiary pursuant to section 9(f) of the CAA; *provided that*, for the

[6] Pizza Hut reserves all rights with respect to any outstanding prepetition rent payments, including, but not limited to, rights under section 365 of the Bankruptcy Code.

avoidance of doubt, no prepetition Royalties for the Closing Restaurants ("**Closing Restaurant Royalties**") shall be included in such payment, but, rather, the Parties agree that Pizza Hut shall have a general unsecured claim in the Chapter 11 Cases in the amount of such Closing Restaurant Royalties. For the avoidance of doubt, the Parties agree that the prepetition Remaining Restaurant Royalties owed to Pizza Hut under this Agreement shall be in the amount of $6,391,923.[7]

3.2 As consideration for the Consent granted herein by Pizza Hut, the Debtors agree to timely pay all postpetition AdCom Fees, Digital Innovation Fees, other system costs, and Royalties on all Remaining Restaurants, excluding AdCom Fees, Digital Innovation Fees, other system costs, and Royalties for the Closing Restaurants as of and from the date of their respective closure, throughout the course of the Chapter 11 Cases as they become due and owing in accordance with the terms of the Franchise Agreements or Ancillary Agreements, as applicable.

Article 4: <u>Publicity</u>

4.1 The Debtors and Reorganized NPCI, as applicable, shall provide Pizza Hut, and Pizza Hut shall provide the Debtors and Reorganized NPCI, as applicable, with advance drafts of all press releases, public filings, public announcements or other communications with any news media related to the subject matter of this Agreement (collectively, "**Communications**"), in each case, to be made regarding this Agreement, and each of the Parties will use commercially reasonable efforts to take into account the other Party's views with respect to any such Communications. Parties are explicitly permitted to share, with prior approval from the other Party, all advance Communications drafts with their respective counsel, advisors (including but not limited to financial advisors and public relations teams), and third-parties (including but not limited to technology contractors), who are critical to effectuating this Agreement, to the extent each of these individuals maintain the Parties' confidentiality requirements. The Debtors are further permitted to share all advance Communications, and drafts and copies thereof, with (a) the lenders party to that certain Super-Priority Term Loan Credit Agreement dated January 21, 2020 (as amended) and that certain First Lien Credit Agreement dated April 20, 2017 (as amended) and their counsel, and (b) the UCC and their counsel; *provided that* to the extent any Communications contain information deemed as confidential under section 1.3 herein, or information the Debtors otherwise deem commercially sensitive in their reasonable business judgment, that information will be shared with the UCC's counsel on a "professional eyes only" basis. Pizza Hut is further permitted to share advance Communications, and drafts and copies thereof, with the International Pizza Hut Franchise Holders Association, Inc. (the "**IPHFHA**") and its counsel; *provided that* Pizza Hut agrees to provide the Debtors with prior, written notice of any Communications, and drafts and copies thereof, to be provided to the IPHFHA and its counsel. The Parties agree to be liable for any breach of the confidentiality requirements by any of their respective counsel, advisors, and third parties that receive the information discussed in this section. Nothing contained

[7] The Parties agree to work in good faith to reconcile the additional $66,346 relating to Remaining Restaurant Royalties.

herein shall be deemed to waive, amend, or modify the terms of any confidentiality or non-disclosure agreement between the Debtors, Reorganized NPCI and Pizza Hut.

Article 5: Asset Partner Plan Requirements

5.1 Pizza Hut shall defer all current or outstanding obligations of the Debtors under the APP (as subsequently amended by any of the Ancillary Agreements), including, but not limited to, remodel, relocation, or rebuild obligations pursuant to the Secondary Upgrade Schedule (as defined in the APP), as well as extending the deadline for any currently required 2020 APP upgrades or new unit development obligations to June 30, 2021 in alignment with the extension offered to certain Pizza Hut United States franchisees on March 18, 2020.

Article 6: No Other Effect on Franchise Agreements

6.1 Except as set forth herein, this Agreement shall have no other effect on the Franchise Agreements and in no event shall result in a default based solely on the Closing Restaurant's closure under any of the applicable Franchise Agreements.

Article 7: Reservation of Rights and Waiver

7.1 As consideration for the Parties to enter into this Agreement, and as a material inducement to both Parties, the Parties hereby voluntarily and knowingly waive their right to argue or otherwise allege in the Chapter 11 Cases that the Franchise Agreements, specifically including the Ancillary Agreements, are or are not severable on a Restaurant-by-Restaurant basis under applicable law.

7.2 Except as otherwise provided for in this Agreement, including in section 7.1 above, the Parties reserve all of their respective rights under the Franchise Agreements, CAA, and Ancillary Agreements the Bankruptcy Code, and other applicable law, including, but not limited to, with respect to the Chapter 11 Plan and any sale process under section 363 of the Bankruptcy Code.

7.3 This Agreement is entered into in connection with the compromise of disputed matters and in light of other considerations. Nothing in this Agreement shall be deemed to be an admission of fact or liability or, until entry of the Approval Order, deemed final, not appealable and binding on the Parties.

Article 8: Termination

8.1 Mutual Termination. This Agreement may be terminated by the mutual consent set forth in writing by the Parties.

8.2 Material Breach. This Agreement may be terminated by either Party upon five (5) days' written notice if the other Party fails to comply with a material term of this Agreement and such failure to comply remains uncured after three (3) business days of receipt of written notice of

such breach. The Parties reserve all of their respective rights to dispute any alleged failure to comply with a material term of this Agreement.

Article 9: General Provisions.

9.1 This Agreement is intended to be and is for the sole and exclusive benefit of the Parties and the Parties' respective successors and permitted assigns.

9.2 The undersigned for Pizza Hut represents and warrants that it has the full power to and is authorized and empowered to bind Pizza Hut to this Agreement.

9.3 The undersigned for each Debtor represents and warrants that it has the full power to and is authorized and empowered to bind itself to this Agreement, subject to the Bankruptcy Court's approval of this Agreement.

9.4 All notices, demands, instructions, and other communications required or permitted under this Agreement to any Party must be in writing and must be personally delivered or sent by email or pre-paid recognized overnight delivery service with confirmed receipt, and will be deemed to be given for purposes of this Agreement on the date the writing is received by the intended recipient. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Article 9, all such notices, demands, instructions and other communications must be addressed to the Parties as indicated below:

To Pizza Hut:

Lauren Leahy
Chief Legal Officer
7100 Corporate Drive
Plano, TX 75024
Email: Lauren.Leahy@yum.com

with a copy to (which shall not constitute notice):

McDermott, Will & Emery LLP
2501 North Hardwood Street
Suite 1900
Dallas, TX 75201
Attention: Charles R. Gibbs
Facsimile: (972) 528-5710
Email: crgibbs@mwe.com

To Debtor Parties:

NPC International, Inc.

4200 W. 115th Street, Suite 200
Leawood, KS 66211
Attention: Eric Koza
Jon Weber
David Wahlert
E-mail: ekoza@alixpartners.com
jon.weber@npcinternational.com
david.wahlert@npcinternational.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue,
New York, NY 10153
Attention: Ray C. Schrock, P.C.
Kevin Bostel
Natasha Hwangpo
Facsimile: (212) 310-8007
Email: ray.schrock@weil.com
kevin.bostel@weil.com
natasha.hwangpo@weil.com

9.5 This Agreement may be executed in one or more counterparts and by different Parties on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or emailed PDF file (to the email address(es) above for the Debtors and Pizza Hut) will be equally as effective as delivery of an original executed counterpart of this Agreement.

9.6 This Agreement shall be effective and binding on Pizza Hut upon the execution and delivery to the Debtors of the signature page to this Agreement. This Agreement shall be effective and binding on the Debtors upon (a) the execution and delivery to Pizza Hut of the signature page to this Agreement and (b) the Bankruptcy Court's approval of this Agreement and entry of the Approval Order.

9.7 The Parties shall cooperate with each other in good faith and shall coordinate their activities (to the extent practicable) in respect of all matters concerning the implementation and consummation of the agreements contemplated herein. Furthermore, subject to the terms of this Agreement, each Party shall execute and deliver any other agreements or instruments and take such other action as may be reasonably appropriate or necessary, from time to time, to carry out the purposes and intent of this Agreement.

9.8 This Agreement contains the complete and exclusive statement of the agreement and understanding by and among the Parties. This Agreement supersedes all prior agreements, understandings, commitments, representations, communications, and proposals, oral or written,

between the Parties relating to the subject matter hereof. This Agreement may not be amended, modified, or supplemented except by an instrument in writing executed by the Parties; provided that any material terms of this Agreement or Exhibits 1, 2 or 3 hereto may only be amended, supplemented, modified or waived with the reasonable consent of the Requisite Creditors (as defined in the Restructuring Support Agreement[8]), and the Requisite Creditors shall be third party beneficiaries with respect to any such amendments, supplements, modifications or waivers of any material terms of this Agreement.

9.9 This Agreement is not and shall not be construed as or deemed to be an admission or concession by or on the part of any Party of any liability or non-liability in connection with any matter described in the Agreement, nor shall it serve as evidence of any Parties' position relating to severability of the Franchise Agreements on a Restaurant-by-Restaurant basis. The basis for this Agreement is the desire of the Parties to resolve the controversy between them without litigation.

9.10 The failure of any Party to enforce any provision of this Agreement will not constitute a waiver of such Party's right to enforce that provision of this Agreement.

9.11 In this Agreement, unless specifically otherwise provided or the context otherwise requires, the singular includes the plural and the plural the singular; the word "or" is deemed to include "and/or", the words "including", "includes" and "include" are deemed to be followed by the words "without limitation"; and references to articles, subsections, clauses or exhibits are to those of this Agreement. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole and not merely to any subdivision in which such words appear unless the context otherwise requires. Headings in this Agreement are included for convenience of reference only and do not constitute a part of this Agreement for any other purpose. A reference herein to any statute is deemed also to refer to all rules and regulations promulgated under the statute, unless the context requires otherwise.

9.12 Except to any extent preempted by federal law, the laws of the State of Texas (without regard to its conflicts of laws rules) will govern all matters relating to this Agreement.

9.13 The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate any claims or disputes which may be based upon, arise out of or relate to this Agreement or any breach or default hereunder. Any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such proceeding.

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[8] "**Restructuring Support Agreement**" means the Restructuring Support Agreement dated June 30, 2020 appended as Exhibit B to the *Declaration of Eric Koza in Support of Debtors' Chapter 11 Petitions and First Day Relief* filed in the Chapter 11 Cases (Docket No. 4).

9.14 This Agreement is the product of negotiations among the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Parties were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

9.15 Each of the provisions of this Agreement is an integrated, essential and non-severable part of this Agreement.

[Remainder of Page Intentionally Left Blank.]

* * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement below.

NPC INTERNATIONAL, INC.

By:_____
Name: Eric Koza
Title: Chief Restructuring Officer

NPC RESTAURANT HOLDINGS I LLC

By:_____
Name: Eric Koza
Title: Chief Restructuring Officer

NPC RESTAURANT HOLDINGS II LLC

By:_____
Name: Eric Koza
Title: Chief Restructuring Officer

NPC HOLDINGS, INC.

By:_____
Name: Eric Koza
Title: Chief Restructuring Officer

NPC INTERNATIONAL HOLDINGS, LLC

By:_____
Name: Eric Koza
Title: Chief Restructuring Officer

NPC RESTAURANT HOLDINGS, LLC

By:_____
Name: Eric Koza
Title: Chief Restructuring Officer

[Signature Page to Pizza Hut Restaurant Closure Consent Agreement]

PIZZA HUT, LLC

By:
Name: James Charles Short
Title: Interim Chief Financial Officer

1" = "1" "DM_US 171676721-1.049614.0027" "" DM_US 171676721-1.049614.0027

United States Bankruptcy Court
Southern District of Texas

In re:
NPC International, Inc.
Official Committee Of Unsecured Creditor
Debtors

Case No. 20-33353-drj
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4 User: emiller Page 1 of 4 Date Rcvd: Aug 28, 2020
Form ID: pdf002 Total Noticed: 76

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 30, 2020.

db +NPC International, Inc., 4200 W. 115th Street, Suite 200, Leawood, KS 66211-2729
aty +Brett T Burmeister, 14701 E 42nd Street S, Independence, MO 64055-4746
aty +Charles Stebbins, Turner Padget Graham & Laney, PA, 209 Seventh Street, 3rd Floor, Augusta, GA 30901-1486
aty +David Cantor, Seiller Waterman LLC, 462 S 4th ., Suite 2200, Louisiville, KY 40202-3459
aty +Donald F King, Odin Feldman et al, 9302 Lee Hwy, Ste 1100, Fairfax, VA 22031-6054
aty +Donald R. Rose, Miller, Griffin & Marks, 271 West Short St., Ste. 600, Lexington, KY 40507-1215
aty +Elliot L. Miller, 5420 North Bay Road, Miami Beach, FL 33140-2032
aty +John W. Landkammer, Anthony and Partners LLC, 100 S. Ashley Dr., Ste 1600, Tampa, FL 33602-5318
aty +Richard F Boddie, Slocum & Boddle PC, 5400 Shawnee Rd, #300, Alexandria, VA 22312-2300
aty +Silver Bell Associates, LLP, c/o Kimberly Manuelides, Ste 300, 600 Washington Avenue, Towson, MD 21204-3916
aty +Stephanie C Lieb, Trenam, Kemker, Schart, Barkin, Frye, O', 101 E. Kennedy Blvd,, Ste. 2700, Tampa, FL 33602-5150
cr +AEP Energy, Inc., c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Allen Industries, Inc, c/o Rosenthal Law Firm, L.L.P., 675 Bering, Suite 150, Houston, TX 77057, U.S.A. 77057-2188
cr +American Electric Power, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Ann Galluzzo, c/o James E. Cuellar, 440 Louisiana, Suite 718, Houston, TX 77002-1058
cr +Baltimore Gas and Electric Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Calvert County, Maryland, c/o Meyers, Rodbell & Rosenbaum, P.A., 6801 Kenilworth Ave., Ste. 400, Riverdale Park, MD 20737-1331
cr +CenterPoint Energy Resources Corp, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Charles County, Maryland, c/o Meyers, Rodbell & Rosenbaum, P.A., 6801 Kenilworth Ave., Ste. 400, Riverdale Park, MD 20737-1331
cr +Constellation NewEnergy Inc., c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Dallas County, Linebarger Goggan Blair & Sampson, LLP, c/o Lisa Cockrell, 2777 N. Stemmons Freeway, Suite 1000, Dallas, TX 75207-2328
cr +Delmarva Power & Light Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Denjiz, Inc., c/o Jarrod B. Martin, Chamberlain Hrdlicka, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
cr +Dun Rite, Inc., 714 Fenway Avenue, Chesapeake, VA 23323-3329
cr +Evergy, Inc., c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Florida Power & Light Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Georgia Power Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Gulf Power Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +HP Waughtown, LLC and DP Waughtown, LLC, c/o Stark & Stark, PC, 993 Lenox Drive, Bldg. 2, Lawrenceville, NJ 08648-2316
cr +Hampden TC Partners, LLC, c/o Mills Halstead & Zaloudek, Attn: Amanda Halstead, 600 17th Street, Suite 2800, Denver, CO 80202-5428
cr +Hampden TC Properties, LLC, c/o Mills Halstead & Zaloudek, 600 17th Street, Suite 2800, Denver, CO 80202-5428
cr +Hardin County, c/o Tara LeDay, P O Box 1269, Round Rock, TX 78680-1269
cr +Helena Properties, LLC, Sirote & Permutt, P.C., c/o Stephen Porterfield, 2311 Highland Avenue South, Birmingham, AL 35205-2973
cr Houston County, c/o Tab Beall, Perdue Brandon Fielder Collins & Mott, PO Box 2007, Tyler, TX 75710-2007
cr Hung and Hoa Tran, 5872 92nd Avenue N., Pinellas Park, FL 33782-4908
cr +Irving ISD, Linebarger Goggan Blair & Samspon, LLP, c/o Lisa Cockrell, 2777 N Stemmons Frwy Ste 1000, Dallas, TX 75207-2328
cr +Jack Carroll, 12 Bradbury Lane, Littleton, CO 80120-4115
cr +Legendary Sky, Ltd., P.O. Box 230, Carrollton, MS 38917-0230
cr +Lyell Associates LLC, 205 St. Paul Street, Suit 205, Rochester, NY 14604-1187
cr +M&S Real Estate Co., LLC, c/o Lynn Hamilton Butler, Husch Blackwell LLP, 111 Congress Avenue, Suite 1400, Austin, TX 78701-4093
cr +Metropolitan Edison Company, c/o Weldon Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Montague County, c/o Perdue, Brandon, Fielder, et al, P.O. Box 8188, Wichita Falls, TX 76307-8188
cr +Nashway, LLC, 3274 Blazer Rd., Franklin, TN 37064-9445

cr +Office of Unemploymennt Conpensation, Dept. of Labor and Industry,
Deb Secrest, Collections Support Unit, 651 Boas Street, Room 925,
Harrisburg, PA 17121-0751
cr +Oracle America, Inc., Buchalter, A Professional Corporation, c/o Shawn M. Christianson,
55 2nd St. 17th Fl., San Francisco, CA 94105-3493
cr +PECO Energy Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP,
4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Pennsylvania Electric Company, c/o Weldon Moore, III, Sussman & Moore, LLP,
4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Potomac Edison Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP,
4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Prince George's County, Maryland, c/o Meyers, Rodbell & Rosenbaum, P.A.,
6801 Kenilworth Ave., Ste. 400, Riverdale Park, MD 20737-1331
cr +RECO, LLC, c/o Jarrod B. Martin, Chamberlain Hrdlicka, 1200 Smith Street, Suite 1400,
Houston, TX 77002-4496
cr +Rivercrest Realty Associates, LLC, c/o Barclay Damon LLP, Attn: Kevin M. Newman,
Barclay Damon Tower, 125 East Jefferson Street, Syracuse, NY 13202-2515
cr +Riverside Realty Company LLLP, c/o Kimberly Manuelides,
Sagal, Filbert, Quasney & Betten, P.A., Ste. 300, 600 Washington Ave.,
Towson, MD 21204-3916
cr +Sangamon North LLC, c/o 2700 Erieview Corp., Statutory Agent, 1301 East 9th Street #2700,
Cleveland, OH 44114, UNITED STATES 44114-1835
cr +Smith County, Linebarge Goggan Blair & Sampson, LLP, c/o Lisa Cockrell,
2777 N Stemmons Frwy Ste 1000, Dallas, TX 75207-2328
intp State of Texas, c/o Texas Attorney General's Office, Bankruptcy & Collections Division,
P. O. Box 12548 MC-008, Austin, TX 78711-2548
cr +Tampa Electric Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP,
4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +Tarrant County, Linebarger, Goggan, Blair & Sampson, LLP, c/o Lisa Cockrell,
2777 N. Stemmons Frwy Ste 1000, Dallas, TX 75207, UNITED STATES 75207-2328
cr +Teco Peoples Gas System, c/o Weldon L. Moore, III, Sussman & Moore, LLP,
4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
intp Texas Comptroller of Public Accounts, Unclaimed Pr, c/o Attorney General's Office,
Bankruptcy & Collections Division, P. O. Box 12548 MC-008, Austin, TX 78711-2548
cr Texas Taxing Authorities, c/o Tara LeDay, P.O. Box 1269, Round Rock, TX 78680-1269
cr +The Potomac Electric Power Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP,
4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr Tyler Independent School District, c/o Tab Beall, Perdue Brandon Fielder Collins & Mott,
PO Box 2007, Tyler, TX 75710-2007
cr +Union Boiler Works, Inc., c/o Jeffrey Kurtzman Esquire, Kurtzman Steady LLC,
401 S 2nd Street Suite 200, Philadelphia, PA 19147-1612
cr +Virginia Electric and Power Company d/b/a Dominion, c/o Weldon L. Moore, III,
Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr +WHLR-Bryan Station LLC, c/o Wheeler Real Estate Investment Trust, 2529 Virginia Beach Blvd.,
Virginia Beach, VA 23452-7650
cr +WHLR-Lumber River LLC, c/o Wheeler Real Estate Investment Trust, 2529 Virginia Beach Blvd.,
Virginia Beach, VA 23452-7650
cr +West Penn Power Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP,
4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
cr E-mail/Text: houston_bankruptcy@LGBS.com Aug 28 2020 23:06:56 Angelina County,
Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, Post Office Box 3064,
Houston, TX 77253-3064
cr +E-mail/Text: houston_bankruptcy@LGBS.com Aug 28 2020 23:06:56 Harris County,
Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064,
Houston, TX 77253-3064
cr E-mail/Text: houston_bankruptcy@LGBS.com Aug 28 2020 23:06:56 Houston CAD,
Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO BOX 3064,
Houston, TX 77253-3064
cr +E-mail/Text: houston_bankruptcy@LGBS.com Aug 28 2020 23:06:56 Jasper County,
Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064,
Houston, TX 77253-3064
cr E-mail/Text: houston_bankruptcy@LGBS.com Aug 28 2020 23:06:56 Jefferson County,
Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, Post Office Box 3064,
Houston, TX 77253-3064
cr E-mail/Text: houston_bankruptcy@LGBS.com Aug 28 2020 23:06:56 Montgomery County,
Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064,
Houston, TX 77253-3064
cr E-mail/Text: houston_bankruptcy@LGBS.com Aug 28 2020 23:06:56 Orange County,
c/o Tara L. Grundemeier, Linebarger Goggan Blair & Sampson LLP, P.O. Box 3064,
Houston, TX 77253-3064
cr E-mail/Text: houston_bankruptcy@LGBS.com Aug 28 2020 23:06:56 Silsbee ISD,
Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064,
Houston, TX 77253-3064
cr +E-mail/Text: Bankruptcy@wsfsbank.com Aug 28 2020 23:07:23
Wilmington Savings Fund Society, FSB, Attn: Patrick J. Healy, 500 Delaware Avenue,
Wilmington, DE 19801-1490

TOTAL: 9

***** BYPASSED RECIPIENTS (continued) *****

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr	1380 SW Canal Blvd LLC
cr	14201 East Fourth, L.L.C., 720 N. Post Oak Road, Suite 500, Houston
cr	1470 Old Bridge Property, LLC
cr	2033 Chambersburg, LLC
md	ADLP-U&A LLC
cr	ARC CAFEUSA001, LLC
cr	AWN Union Street LLC
cr	Ad Hoc Group of Second Lien Lenders
cr	Ad Hoc Priority and First Lien Lender Group
cr	Alico Station LLC
cr	Amanda Lima
cr	Anthony Hanna
cr	Arch Insurance Company
cr	Bailey Dorneman
cr	Beacon Center, LLC
cr	Big Bend Lincoln SWC LLC
cr	Blake Bolin
cr	Bottling Group, LLC, operating collectively with a
cr	Branch Millpond Associates, LLC, US
cr	Broadlands Village, LLC
cr	CITY OF JASPER
intp	CR Mango, LLC
intp	CR Montevallo, LLC
intp	CR Pelican Preserve, LLC
cr	Cedar Road FF, LLC
cr	Chancellor Myers
cr	Col-Craig Realty Company
cr	College Town Associates Limited Partnership
intp	Coulter Properties LLC / Jamie Coulter
cr	Cranberry Square, LLC
cr	David Short
cr	David Vega
cr	Derrick Sapp
intp	Eldridge NPC Holding, LLC
intp	Enterprise Raintree LLC
intp	Epiq Corporate Restructuring, LLC
cr	Eric Brown
intp	Fayerweather Fund Matterhorn, L.P.
cr	Former TCHR, LLC
3pp	Hollie Mackellar
cr	Hu-El Properties, LLC
cr	JEM Investments
cr	Jacob Roe
cr	James Platt
cr	Jason Huyett
cr	Jessica Edwards
cr	Jessica Padgett
intp	KKR Loan Administration Services LLC
cr	Kenneth Hunsinger
cr	Kimco Realty Corporation
cr	Kovnick JAX, LLC
cr	Kristine Marshall
cr	McLane Foodservice, Inc.
intp	Metropolitan Realty & Development, LLC
cr	Michelle Enyeart
cr	Milton Group, Inc
cr	Mountain Parks Station LLC
cr	Muhlenberg Township Authority
intp	NPC International, Inc. et al.
cr	O.B. Commons, LLC
crcm	Official Committee Of Unsecured Creditors
cr	Olde Forte Village, LLC
cr	PPL Electric Utilities Corporation
cr	Phillips Edison & Co.
cr	Pizza Hut, LLC
cr	Plaza of the Oaks Station LLC
cr	Powell Villa Station LLC
cr	Realty Income Corporation
cr	Richmond Road VIllage Shoppes, LLC
cr	Romie Campbell
cr	SK Development LLC
cr	SSP Blue Ridge, LLC
cr	SSP International, Inc., US
cr	SVCN 1 LLC
cr	SVCN 2 LLC
cr	Sara Garrsion
cr	Savoy Station LLC

***** BYPASSED RECIPIENTS (continued) *****

cr	Sentell Hill
cr	Seven Corners Center, LLC
cr	Shop City, Inc
cr	Springbrook Plaza LLC
cr	Steven Fultz
cr	Stone Ridge Village Center, LLC
cr	Strauss Properties LLC
cr	Susan Overturf
cr	Terry Struhall
intp	The Wendy's Company
cr	Tinseltown Plaza, LLC
cr	Van Metre Commercial
intp	WPH Holdings II Parent LLC
cr	Westin Station LLC
cr	Westview Village Center, LLC
cr	Wilson Montgomery Village Plaza LLC
cr	Wyandotte Plaza Station LLC

TOTALS: 94, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 30, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 28, 2020 at the address(es) listed below:
NONE. TOTAL: 0