



ENTERED
09/25/2020

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

<p>In re</p> <p>NPC INTERNATIONAL, INC., <i>et al.,</i></p> <p style="text-align: center;">Debtors.¹</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 20–33353 (DRJ)</p> <p>(Jointly Administered)</p> <p>Re: Docket No. 510</p>
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**ORDER ESTABLISHING BID PROCEDURES
RELATING TO THE SALE OF THE DEBTORS' ASSETS**

Upon the motion, dated August 25, 2020 (the “**Motion**”),² of NPC International, Inc. and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order (the “**Order**”) (i) approving the proposed auction and bid procedures for sale of Debtors’ Assets attached as **Exhibit 1** hereto (the “**Bid Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of the Assets, (ii) scheduling auctions of the Assets (the “**Auctions**”), if applicable, to be held on November 18, 2020 (the “**Wendy’s Auction**”), November 30, 2020 (the “**Pizza Hut Auction**”), and December 1, 2020 (the “**WholeCo Auction**”) or as otherwise scheduled in accordance with the Bid Procedures, (iii) scheduling a hearing (the “**Sale Hearing**”) to consider approval of the proposed Sale Transaction(s); (iv) authorizing and approving the form and manner of (a) notice of the sale of the applicable Assets, Auctions, and Sale Hearing, substantially in the form attached hereto as **Exhibit 2** (the “**Sale Notice**”), (b) the form of Initial

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 such terms in the Motion or the Bid Procedures, as applicable.

Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 3**, (c) the form of Notice of Desired 365 Contracts, substantially in the form attached hereto as **Exhibit 4**, and (d) the form of Post-Auction Notice, substantially in the form attached hereto as **Exhibit 5**; (v) authorizing and approving procedures for the assumption and assignment of the 365 Contracts (the “**Assumption and Assignment Procedures**”); and (vi) granting related relief, all as more fully set forth in the Motion; and this 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 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 this Court having reviewed the Motion; and the Court having held a hearing on the Motion on September 23, 2020 (the “**Hearing**”); and upon the record of the Hearing and upon all of the proceedings had 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 therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

1. The predicates for relief granted herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014.

2. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties-in-interest.

3. The Debtors' notice of the Motion, the Hearing, and the proposed entry of this Order was adequate and sufficient under the circumstances of these Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. Accordingly, no further notice of the Motion, the Hearing, or this Order is necessary or required.

4. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (a) approve the Bid Procedures; (b) establish the Assumption and Assignment Procedures; (c) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached thereto; (d) schedule a date for the (i) Wendy's Auction, Pizza Hut Auction, and WholeCo Auction, and (ii) Sale Hearing; and (e) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bid Procedures Hearing, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

5. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

6. The Bid Procedures, substantially in the form attached as **Exhibit 1** hereto, are fair, reasonable, and appropriate and represent the best method for maximizing the value of the Debtors' estates.

7. The Sale Notice, substantially in the form attached as **Exhibit 2** hereto, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of applicable Assets, Sale Transaction, Auction, the Bid Procedures, and the Sale Hearing, and no other or further notice is required.

8. The Initial Assumption and Assignment Notice, substantially in the form attached as **Exhibit 3** hereto, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Desired 365 Contracts in connection with the sale of the applicable Assets and the related Cure Amounts, and, except as provided for herein, no other or further notice is required.

9. The Notice of Desired 365 Contracts, substantially in the form attached as **Exhibit 4** hereto, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the assumption and assignment of the Desired 365 Contracts in connection with the sale of the applicable Assets and the related Cure Amounts (to the extent amended from the Initial Assumption and Assignment Notice), and no other or further notice is required.

10. The Post-Auction Notice, substantially in the form attached as **Exhibit 5** hereto, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the applicable Successful Bid and Back-up Bid, and no other or further notice is required.

11. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of fact are conclusions of law, they are adopted as such. To the extent any conclusions of law any findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**A. Process Timeline**

12. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bid Procedures in accordance with the following timeline:

<i>Wendy's Sale Transaction Milestones</i>	
Date	Event
October 9, 2020	<ul style="list-style-type: none"> Initial Assumption and Assignment Notice Deadline
October 23, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Cure Objection Deadline
November 10, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Wendy's Bid Deadline
November 18, 2020 at 8:00 a.m. (prevailing Central Time)	<ul style="list-style-type: none"> Auction for Wendy's Assets
November 19, 2020	<ul style="list-style-type: none"> Deadline to serve: (a) Post-Auction Notice, (b) Notice of Desired 365 Contracts, and (c) Adequate Assurance Information of the Reserve Bidder(s) and Reserve Back-up Bidder(s) for Wendy's Assets
November 25, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Sale Objection Deadline and Contract Objection Deadline for objections based on: (1) the manner in which an Auction was conducted; (2) the identity of a Successful Bidder or Back-up Bidder for the applicable Assets; (3) the objection to the assignment of any applicable Assets, including any Desired 365 Contract; (4) Cure Amount (solely to the extent such objection is not subject to the Cure Objection Deadline), and (5) the ability of a Successful Bidder or Back-up Bidder to provide adequate assurance of future performance to counterparties to executory contracts and unexpired leases contemplated to be assumed or assigned to a Successful Bidder or Back-up Bidder for the applicable Assets
December 3, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Deadline to file responses to Sale Objections and Contract Objections
December 4, 2020 at 3:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Sale Hearing

<i>Pizza Hut Sale Transaction Milestones</i>	
Date	Event
October 9, 2020	<ul style="list-style-type: none"> Initial Assumption and Assignment Notice Deadline
October 12, 2020	<ul style="list-style-type: none"> Non-Binding Indication of Interest Deadline
October 23, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Cure Objection Deadline
November 20, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Pizza Hut Bid Deadline³
November 30, 2020 at 8:00 a.m. (prevailing Central Time)	<ul style="list-style-type: none"> Auction for Pizza Hut Assets
December 1, 2020	<ul style="list-style-type: none"> Deadline to serve: (a) Post-Auction Notice, (b) Notice of Desired 365 Contracts, and (c) Adequate Assurance Information of the Reserve Bidder(s) and Reserve Back-up Bidder(s) for Pizza Hut Assets
On or prior to the date of the Sale Hearing (December 4, 2020 at 3:00 p.m. (prevailing Central Time))	<ul style="list-style-type: none"> Sale Objection Deadline and Contract Objection Deadline for objections based on: (1) the manner in which an Auction was conducted; (2) the identity of a Successful Bidder or Back-up Bidder for the applicable Assets; (3) the objection to the assignment of any applicable Assets, including any Desired 365 Contract; (4) Cure Amount (solely to the extent such objection is not subject to the Cure Objection Deadline), and (5) the ability of a Successful Bidder or Back-up Bidder to provide adequate assurance of future performance to counterparties to executory contracts and unexpired leases contemplated to be assumed or assigned to a Successful Bidder or Back-up Bidder for the applicable Assets
December 3, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Deadline to file responses to Sale Objections and Contract Objections
December 4, 2020 at 3:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Sale Hearing

³ “Bid Deadline” shall mean each of the Pizza Hut Bid Deadline, the Wendy’s Bid Deadline, or the WholeCo Bid Deadline, as context requires.

<i>WholeCo Sale Transaction Milestones</i>	
Date	Event
October 9, 2020	<ul style="list-style-type: none"> Initial Assumption and Assignment Notice Deadline
October 12, 2020	<ul style="list-style-type: none"> Non-Binding Indication of Interest Deadline
October 23, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Cure Objection Deadline
November 20, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> WholeCo Bid Deadline
December 1, 2020 at 8:00 a.m. (prevailing Central Time)	<ul style="list-style-type: none"> Auction for WholeCo Assets
December 1, 2020	<ul style="list-style-type: none"> Deadline to serve: (a) Post-Auction Notice, (b) Notice of Desired 365 Contracts, and (c) Adequate Assurance Information of the Successful Bidder(s) and Back-up Bidder(s)
On or prior to the date of the Sale Hearing (December 4, 2020 at 3:00 p.m. (prevailing Central Time))	<ul style="list-style-type: none"> Sale Objection Deadline and Contract Objection Deadline for objections based on: (1) the manner in which an Auction was conducted; (2) the identity of a Successful Bidder or Back-up Bidder for the applicable Assets; (3) the objection to the assignment of any applicable Assets, including any Desired 365 Contract; (4) Cure Amount (solely to the extent such objection is not subject to the Cure Objection Deadline), and (5) the ability of a Successful Bidder or Back-up Bidder to provide adequate assurance of future performance to counterparties to executory contracts and unexpired leases contemplated to be assumed or assigned to a Successful Bidder or Back-up Bidder for the applicable Assets
December 3, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Deadline to file responses to Sale Objections and Contract Objections
December 4, 2020 at 3:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Sale Hearing

13. The failure to timely file an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion or Sale Order and/or consummation of a Sale Transaction, including the assumption and assignment of Desired 365 Contracts to a Successful Bidder pursuant to a purchase agreement, and shall be deemed to constitute any such party's

consent to entry of the applicable order and consummation of the applicable Sale Transaction and all other transactions related thereto.

14. The Debtors reserve the right, and are authorized to, modify the above timeline and Bid Procedures in accordance with the Bid Procedures.

B. Bid Procedures

15. The Bid Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bid Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bid Procedures in this Order shall not diminish or impair the effectiveness of such provision.

16. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate, and designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties-in-interest.

17. As further described in the Bid Procedures, the deadline to submit a bid with respect to (i) the Wendy's Sale Transaction shall be **November 10, 2020 by 5:00 p.m. (prevailing Central Time)**, (ii) the Pizza Hut Sale Transaction shall be **November 20, 2020 by 5:00 p.m. (prevailing Central Time)**, and (iii) the WholeCo Transaction shall be **November 20, 2020 by 5:00 p.m. (prevailing Central Time)**. Any disputes or objections, if any, to the selection of Qualified Bid(s), Successful Bid(s), or Back-up Bid(s) (all as defined in the Bid Procedures) shall be resolved by this Court at the Sale Hearing.

18. The Debtors are authorized to conduct the Auctions in accordance with the Bid Procedures. Unless a separate notice is served by the Debtors, (i) the Wendy's Auction shall take place on **November 18, 2020**, (ii) the Pizza Hut Auction shall take place on **November 30, 2020**, and (iii) the WholeCo Auction shall take place on **December 1, 2020**. The Auctions shall be held

telephonically, or at such other place and time as the Debtors, after consulting the Consultation Parties, shall select.

C. Stalking Horse Bidders and Purchase Agreements

19. In accordance with the Bid Procedures, the Debtors may enter into a Stalking Horse Agreement, subject to higher or otherwise better offers at the applicable Auction, with any Stalking Horse Bidder that submits a Qualified Bid acceptable to the Debtors to establish a minimum Qualified Bid at the applicable Auction.

20. In the event the Debtors select a Stalking Horse Bidder, they shall seek Court approval of such Stalking Horse Bidder, the applicable Stalking Horse Agreement, and any bid protections.

D. Notice Procedures

21. The form of Sale Notice, substantially in the form attached as **Exhibit 2** is approved.

22. Within three (3) business days after the entry of this Order, the Debtors shall file with the Court and serve the Sale Notice and this Order, including the Bid Procedures, by first-class mail, postage prepaid, upon: (a) all entities that have, to the best knowledge of Debtors' management and advisors, expressed written interest in consummating the applicable Sale Transaction with respect to all of the applicable Assets within the past six (6) months; (b) the Agent, (c) except for the lenders under the PTL Credit Agreement, the First Lien Credit Agreement, and the Second Lien Credit Agreement, all other entities known to have asserted any lien, claim, interest, or encumbrance in or upon any of the Assets; (d) Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York 10178 (Attn: Eric R. Wilson, Esq. and Jason R. Adams, Esq.), as counsel to the Creditors' Committee; (e) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Austin Witt), as counsel to the Agent;

(f) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 (Attn: Scott J. Greenberg and Michael J. Cohen) and Jackson Walker L.L.P., 1401 McKinney, Suite 1900, Houston, TX 77010 (Attn: Bruce J. Ruzinsky), as counsel to the Ad Hoc Priority/1L Group; (g) Pryor Cashman LLP, 7 Times Square, New York, NY 10036 (Attn: Seth Lieberman), as counsel to the Prepetition 2L Agent; (h) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Matthew Brod), counsel to the Second Lien Ad Hoc Group; and (i) the U.S. Trustee; *provided, however*, that to the extent email addresses are available for any of the foregoing parties, such parties may be served by email.

23. In addition, within three (3) business days after the entry of this Order or as soon as reasonably practicable thereafter, the Debtors shall serve the applicable Sale Notice by first-class mail, postage prepaid, upon: (a) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (b) the U.S. Trustee; (c) the Internal Revenue Service; (d) any governmental authority known to have a claim against the Debtors in these Chapter 11 Cases; (e) all environmental authorities having jurisdiction over any of the Assets, including the Environmental Protection Agency; (f) the Office of the Attorney General and Office of the Secretary of State in each state in which the Assets are held; (g) the counterparties to the Debtors' executory contracts and unexpired leases; (h) the Antitrust Division of the United States Department of Justice; (i) the Federal Trade Commission; and (j) all parties entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1.

24. Service of the Sale Notice as described above shall be good and sufficient notice of the applicable Sale Transaction and the Assumption and Assignment Procedures with respect to known interested parties.

25. The Debtors are directed to post the Sale Notice on their case information website at <https://dm.epiq11.com/case/npc/info>.

26. The form of Post-Auction Notice, substantially in the form attached hereto as **Exhibit 4**, is approved. The Debtors will serve the applicable Post-Auction Notice, Notice of Desired 365 Contracts, and Adequate Assurance Information on the counterparties to the Desired 365 Contracts, the Sale Notice Parties, and all parties entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1 via ECF, by email, fax, or overnight delivery, as soon as practicable, and in no event later than one day after the applicable Auction.

E. Assumption and Assignment Procedures

27. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in the Order, are approved.

28. The form of Initial Assumption and Assignment Notice, substantially in the form attached as **Exhibit 3**, is approved.

29. The Debtors shall file with the Court, post on the case website at <https://dm.epiq11.com/case/npc/info>, and serve on each Counterparty to a 365 Contract, the Initial Assumption and Assignment Notice on or prior to **October 9, 2020** (the “**Initial Assumption and Assignment Deadline**”). If no Cure Amount is listed for a particular Desired 365 Contract, the Debtors’ asserted Cure Amount for such 365 Contract shall be deemed to be \$0.00. The Debtors shall serve, via email, if available, or first-class mail, the Initial Assumption and Assignment Notice that contains (a) the list of 365 Contracts, (b) information necessary and appropriate to provide notice of the relevant proposed assumption and assignment of 365 Contracts that may be Desired 365 Contracts and rights thereunder, (c) Cure Amount, if any, and (d) the procedures for objecting thereto, on all counterparties to the 365 Contracts and all parties on the Rule 2002 Notice List. Service of such Initial Assumption and Assignment Notice as set forth herein shall be deemed

good and sufficient notice of, among other things, the potential assumption and assignment of the 365 Contracts, the applicable Cure Amounts related thereto, and the procedures for objecting thereto, and no other or further notice is necessary.

30. Any objection with respect to the Debtors' proposed Cure Amount ("**Cure Objection**") for any 365 Contract included in the Initial Assumption and Assignment Notice shall be filed on or prior to **October 23, 2020 at 5:00 p.m. (prevailing Central Time)** for any Counterparties to a 365 Contracts (the "**Cure Objection Deadline**") *provided* that, with respect to any Cure Objection for any 365 Contract included on a subsequent Initial Assumption and Assignment Notice filed by the Debtors, such Cure Objections shall be filed on or prior to the Contract Objection Deadline. Any Cure Objection must (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules and Bankruptcy Local Rules; (c) be filed with the Court by the Cure Objection Deadline; and (d) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the Counterparty believes is required to be paid under Bankruptcy Code sections 365(b)(1)(A) and (B) for the applicable Desired 365 Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto.

31. If, after the Initial Assumption and Assignment Notice Deadline, additional executory contracts or unexpired leases of the Debtors are determined to be potential Desired 365 Contracts in connection with an applicable Sale Transaction, or the Debtors seek to modify the previously stated Cure Amount associated with any 365 Contract, as soon as practicable thereafter and in no event later than the November 11, 2020, the Debtors shall file with the Court and serve, by overnight delivery, on the applicable Counterparties a supplemental or amended Initial

Assumption and Assignment Notice, and such Counterparties shall file any objection to Cure Amount not later than the Contract Objection Deadline.

32. The form of Notice of Desired 365 Contracts, substantially in the form attached as **Exhibit 4**, is approved.

33. The Debtors shall serve, via email, if available, or first-class mail, the Notice of Desired 365 Contracts that contains (a) the list of Desired 365 Contracts, (b) information necessary and appropriate to provide notice of the relevant proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, (c) Cure Amount, to the extent amended from the Initial Assumption and Assignment Notice, and (d) the procedures for objecting thereto, on all counterparties to the 365 Contracts and all parties on the Rule 2002 Notice List. Service of such Notice of Desired 365 Contracts as set forth herein shall be deemed good and sufficient notice of, among other things, the assumption and assignment of the 365 Contracts, the applicable Cure Amounts related thereto (to the extent amended from the Initial Assumption and Assignment Notice), and the procedures for objecting thereto, and no other or further notice is necessary.

34. The inclusion of a 365 Contract on the Initial Assumption and Assignment Notice will not (a) obligate the Debtors to assume any 365 Contract listed thereon nor the Successful Bidder to take assignment of such 365 Contract or (b) constitute any admission or agreement of the Debtors that such 365 Contract is an executory contract.

35. Any objection by a Counterparty, except a Cure Objection subject to the Cure Objection Deadline as described in paragraph 30 herein, to the assumption, assignment, or the Cure Amount related to, a Desired 365 Contract (a “**Contract Objection**”) must (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules and Bankruptcy Local Rules; (c) be filed with the Court on or prior to (i) with respect to the Wendy’s Sale

Transaction, **November 25, 2020 at 5:00 p.m. (prevailing Central Time)**; and (ii) with respect to the Pizza Hut Sale Transaction and the WholeCo Sale Transaction, **the date of the Sale Hearing** (collectively, the “**Contract Objection Deadline**”); and (d) state with specificity the grounds for such objection, including, without limitation, the basis for objecting to the assumption and assignment of the applicable 365 Contract, adequate assurance of future performance and the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the Counterparty believes is required to be paid under Bankruptcy Code Sections 365(b)(1)(A), and (B) for the applicable Desired 365 Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto.

36. Any time after the date of service of the Notice of Desired 365 Contracts and prior to the Sale Hearing, the Debtors reserve the right, and are authorized but not directed, to: (a) add previously omitted Desired 365 Contracts as contracts to be assumed and assigned to an applicable Successful Bidder in accordance with the definitive agreement for a Sale Transaction, *provided* the affected Counterparty shall have four (4) business days from notice to object to the applicable Successful Bidder’s provision of adequate assurance of future performance; (b) remove a Desired 365 Contract from the Notice of Desired 365 Contract that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction; or (c) modify the previously stated, undisputed Cure Amount associated with any Desired 365 Contract, *provided* that the affected Counterparty shall have fourteen (14) days from notice to object to such modified Cure Amount. For the avoidance of doubt, Debtors may not add any contracts to the list of Desired 365 Contracts that was not included on the Initial Assumption and Assignment Notice (as may be amended or supplemented).

37. At the Sale Hearing, the Debtors will seek Court approval of the assumption and assignment to the Successful Bidder(s) of the applicable Desired 365 Contracts. The inclusion of a Desired 365 Contract on the Notice of Desired 365 Contracts will not (a) obligate the Debtors to assume any Desired 365 Contract listed thereon nor the Successful Bidder to take assignment of such Desired 365 Contract or (b) constitute any admission or agreement of the Debtors that such Desired 365 Contract is an executory contract.

38. If no Cure Objection or Contract Objection is timely received with respect to a Desired 365 Contract: (a) the Counterparty to such Desired 365 Contract shall be deemed to have consented to the assumption by the Debtors and assignment to the Successful Bidder of the Desired 365 Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the applicable Successful Bidder); (b) any and all defaults under the Desired 365 Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to Bankruptcy Code section 365(b)(1)(A) and (B) upon payment of the Cure Amount set forth in the applicable Notice of Desired 365 Contracts for such Desired 365 Contract; and (c) the Counterparty shall be forever barred from asserting any other claims related to such Desired 365 Contract against the Debtors and their estates or the Successful Bidder, or the property of any of them, that existed prior to the entry of the order resolving the Contract Objections and the Sale Order.

39. To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Sale Hearing, including, without limitation, any dispute with respect to the Cure Amount required to be paid to the applicable Counterparty under Bankruptcy Code sections 365(b)(1)(A) and (B) (any such dispute, a “**Cure Dispute**”), the Debtors

may, after consultation with the Consultation Parties, (a) assume the applicable 365 Contract prior to the resolution of the Cure Dispute; provided that the Debtors shall (i) pay to the applicable Counterparty the undisputed portion of the Cure Amount within five (5) business days after entry of the applicable Sale Order and (ii) reserve cash in an amount (A) sufficient to pay the disputed portion of the Cure Amount asserted by the applicable Counterparty, (B) otherwise agreed to by the Counterparty and the Debtors, or (C) as may be fixed, estimated, or otherwise ordered by the Court (the “**Reserve Amount**”), or (b) adjourn their request to assume the Contract or Lease pending resolution of the Cure Dispute (an “**Adjourned Cure Dispute**”); provided further that, to the extent the Adjourned Cure Dispute is resolved or determined unfavorably to the Debtors, the Debtors may withdraw the proposed assumption of the applicable Contract or Lease after such determination by filing a notice of withdrawal, which, in the case of a Lease, shall be prior to the expiration of the applicable deadline to assume or reject unexpired leases under section 365(d)(4) of the Bankruptcy Code. The Debtors shall file notice of their intention to reserve for a Cure Amount or to adjourn their request for assumption. An Adjourned Cure Dispute may be resolved after the closing date of the applicable Sale Transaction in the Debtors’ discretion.

F. Sale Hearing

40. A Sale Hearing to, as applicable, (a) approve a sale of the Pizza Assets to a Successful Bidder, (b) approve the sale of the Wendy’s Assets to a Successful Bidder, (c) approve a sale of the WholeCo Assets to a Successful Bidder, (d) approve designation of a Back-up Bids and Back-up Bidders, if applicable, in accordance with the Bid Procedures, and (e) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **December 4, 2020 at 3:00 p.m. (prevailing Central Time)**, and may be adjourned or rescheduled upon notice by the Debtors. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid(s) and Back-up Bid(s), if applicable. Unless the Bankruptcy Court orders

otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the applicable Sale Transaction(s) and there will be no further bidding at such hearing. In the event that a Successful Bidder cannot or refuses to consummate the applicable Sale Transaction because of the breach or failure on the part of such Successful Bidder, the Debtors, may, in accordance with the Bid Procedures, designate the applicable Back-up Bid to be the new Successful Bid and the Back-up Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable Sale Transaction with the Back-up Bidder without further order of the Bankruptcy Court.

41. Any and all objections, if any, to any proposed Sale Transaction, including any objection to the assignment of any Asset (a “**Sale Objection**”) must be filed **no later than** on or prior to (a) with respect to the Wendy’s Sale Transaction, **November 25, 2020 at 5:00 p.m. (prevailing Central Time)**; and (b) with respect to the Pizza Hut Sale Transaction and the WholeCo Sale Transaction, **the date of the Sale Hearing** (collectively, the “**Sale Objection Deadline**”). For avoidance of doubt, any objections to a Successful Bidder’s or Back-up Bidder’s proposed form of adequate assurance of future performance will be resolved at the Sale Hearing.

G. Additional Provisions

42. Except as otherwise provided herein, any objection provided pursuant to any of the provisions set forth in the Motion must: (a) be in writing, (b) comply with the applicable provisions of the Bankruptcy Rules and Bankruptcy Local Rules, (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (d) be filed with this Court via ECF.

43. Notwithstanding anything herein to the contrary, the entry of this Order and the relief granted hereby is without prejudice to the rights of any of the Debtors’ sureties, including, Arch Insurance Company (each a “**Surety**” and collectively, “**Sureties**”) to object to or respond

to any Sale Transaction, the Form Purchase Agreement, or any other document, agreement or instrument contemplated by any of the foregoing, and all such rights, including, without limitation, the right to object to an involuntary substitution of principal under any surety bond, are reserved and preserved in all respects.

44. Nothing in this Order, the Bid Procedures, the Form Purchase Agreement or any other document, agreement or instrument contemplated by any of the foregoing, shall be deemed to waive any rights, remedies or defenses that the Sureties have or may have under applicable bankruptcy and non-bankruptcy laws, under any indemnity agreements, surety bonds or related agreements, or any letters of credit relating thereto.

45. Any substantial contribution claims by any Bidder are deemed waived, to the extent based on such Bidder's submission of a bid in accordance with the Bid Procedures.

46. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Order.

47. This Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

48. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

49. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

50. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, including, but not limited to, any matter,

claim, or dispute arising from or relating to the Bid Procedures, any Stalking Horse Agreement, and the implementation of this Order.

Signed: September 25, 2020.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bid Procedures

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

<p>In re</p> <p>NPC INTERNATIONAL, INC.,</p> <p><i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	§ § § § § § §	<p>Chapter 11</p> <p>Case No. 20–33353 (DRJ)</p> <p>(Jointly Administered)</p>
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BID PROCEDURES

On July 1, 2020, NPC International, Inc. and its debtor affiliates (the “Debtors”), as debtors in possession, each filed a voluntary petition for relief (the “Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

On August 25, 2020, the Debtors filed a motion (the “Bid Procedures and Sale Motion”)² with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”), seeking, among other things, approval of these Bid Procedures (as defined below). These Bid Procedures were approved and authorized pursuant to the *Order Establishing Bid Procedures Relating to the Sale of the Debtors’ Assets* (Docket No. [●]) (the “Bid Procedures Order”) entered by the Court. The Bid Procedures Order, among other things, authorized the Debtors to solicit bids in accordance with the procedures outlined herein (collectively, the “Bid Procedures”) in connection with a proposed sale of: (i) certain of the Debtors’ Pizza Hut restaurants and related assets (collectively, the “Pizza Hut Assets”) and (ii) certain of the Debtors’ Wendy’s restaurants and related assets (collectively, the “Wendy’s Assets”) to one or more potential stalking horse bidders (each a “Stalking Horse Bidder”) or, absent a Stalking Horse Bidder or in the event a Stalking Horse Bidder is not a Successful Bidder (as defined below), then to one or more Successful Bidder(s) (as applicable, a “Purchaser”).

In the Debtors’ discretion, after consultation with the Consultation Parties (as defined below), the Debtors may sell the Pizza Hut Assets and Wendy’s Assets on a combined basis (the “WholeCo Assets”)³ to one stalking horse bidder (a “WholeCo Stalking Horse Bidder”) or absent a WholeCo Stalking Horse Bidder or in the event a WholeCo Stalking Horse Bidder is not a Successful Bidder (as defined below), then to one or more Successful Bidder(s). **For the avoidance of doubt, any bidder who wishes to bid on the WholeCo Assets can but is not required to separately bid for the Pizza Hut Assets and Wendy’s Assets.**

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 All capitalized terms not herein defined shall have the meanings ascribed to them in the Bid Procedures and Sale Motion.

³ As used herein, “Assets” shall mean, as applicable and as context requires, the Wendy’s Assets, Pizza Hut Assets, or WholeCo Assets.

A form of the applicable purchase agreement (each, a “Form Purchase Agreement”) will be posted to the respective Data Room (as defined below).

The key dates for the sale process for each of the (A) Pizza Hut Assets (the “Pizza Hut Sale Transaction”), (B) Wendy’s Assets (the “Wendy’s Sale Transaction”), and (C) combined Pizza Hut Assets and Wendy’s Assets (the “WholeCo Sale Transaction”) are as follows.⁴ The Debtors, after consultation with the Consultation Parties, may extend any of the deadlines in these Bid Procedures, subject to the Case Milestones (as defined in the Final Cash Collateral Order)⁵ and the Restructuring Support Agreement.

<i>Pizza Hut Sale Transaction Milestones</i>	
Date	Event
October 9, 2020	<ul style="list-style-type: none"> Initial Assumption and Assignment Notice Deadline
October 12, 2020	<ul style="list-style-type: none"> Non-Binding Indication of Interest Deadline
October 23, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Cure Objection Deadline
November 20, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> Pizza Hut Bid Deadline⁶
November 30, 2020 at 8:00 a.m. (prevailing Central Time)	<ul style="list-style-type: none"> Auction for Pizza Hut Assets
December 1, 2020	<ul style="list-style-type: none"> Deadline to serve: (a) Post-Auction Notice, (b) Notice of Desired 365 Contracts, and (c) Adequate Assurance Information of the Reserve Bidder(s) and Reserve Back-up Bidder(s) for Pizza Hut Assets
On or prior to the date of the Sale Hearing (December 4, 2020 at 3:00 p.m. (prevailing Central Time))	<ul style="list-style-type: none"> Sale Objection Deadline and Contract Objection Deadline for objections based on: (1) the manner in which an Auction was conducted; (2) the identity of a Successful Bidder or Back-up Bidder for the applicable Assets; (3) the objection to the assignment of any applicable Assets, including any Desired 365 Contract; (4) Cure Amount (solely to the extent such objection is not subject to the Cure Objection Deadline), and (5) the ability of a Successful Bidder or Back-up Bidder to provide adequate assurance of future performance to counterparties to

⁴ As used herein, “Sale Transaction” shall mean, as applicable, the Pizza Hut Sale Transaction, Wendy’s Sale Transaction, or WholeCo Sale Transaction.

⁵ The “Final Cash Collateral Order” shall mean the *Final Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay* [Docket No. 373].

⁶ “Bid Deadline” shall mean each of the Pizza Hut Bid Deadline, the Wendy’s Bid Deadline, or the WholeCo Bid Deadline, as context requires.

<i>Pizza Hut Sale Transaction Milestones</i>	
Date	Event
	executory contracts and unexpired leases contemplated to be assumed or assigned to a Successful Bidder or Back-up Bidder for the applicable Assets
December 3, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Deadline to file responses to Sale Objections and Contract Objections
December 4, 2020 at 3:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Sale Hearing

<i>Wendy's Sale Transaction Milestones</i>	
Date	Event
October 9, 2020	<ul style="list-style-type: none"> • Initial Assumption and Assignment Notice Deadline
October 23, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Cure Objection Deadline
November 10, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Wendy's Bid Deadline
November 18, 2020 at 8:00 a.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Auction for Wendy's Assets
November 19, 2020	<ul style="list-style-type: none"> • Deadline to serve: (a) Post-Auction Notice, (b) Notice of Desired 365 Contracts, and (c) Adequate Assurance Information of the Reserve Bidder(s) and Reserve Back-up Bidder(s) for Wendy's Assets
November 25, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Sale Objection Deadline and Contract Objection Deadline for objections based on: (1) the manner in which an Auction was conducted; (2) the identity of a Successful Bidder or Back-up Bidder for the applicable Assets; (3) the objection to the assignment of any applicable Assets, including any Desired 365 Contract; (4) Cure Amount (solely to the extent such objection is not subject to the Cure Objection Deadline), and (5) the ability of a Successful Bidder or Back-up Bidder to provide adequate assurance of future performance to counterparties to executory contracts and unexpired leases contemplated to be assumed or assigned to a Successful Bidder or Back-up Bidder for the applicable Assets

<i>Wendy's Sale Transaction Milestones</i>	
Date	Event
December 3, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Deadline to file responses to Sale Objections and Contract Objections
December 4, 2020 at 3:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Sale Hearing

<i>WholeCo Sale Transaction Milestones</i>	
Date	Event
October 9, 2020	<ul style="list-style-type: none"> • Initial Assumption and Assignment Notice Deadline
October 12, 2020	<ul style="list-style-type: none"> • Non-Binding Indication of Interest Deadline
October 23, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Cure Objection Deadline
November 20, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • WholeCo Bid Deadline
December 1, 2020 at 8:00 a.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Auction for WholeCo Assets
December 1, 2020	<ul style="list-style-type: none"> • Deadline to serve: (a) Post-Auction Notice, (b) Notice of Desired 365 Contracts, and (c) Adequate Assurance Information of the Successful Bidder(s) and Back-up Bidder(s)
On or prior to the date of the Sale Hearing (December 4, 2020 at 3:00 p.m. (prevailing Central Time))	<ul style="list-style-type: none"> • Sale Objection Deadline and Contract Objection Deadline for objections based on: (1) the manner in which an Auction was conducted; (2) the identity of a Successful Bidder or Back-up Bidder for the applicable Assets; (3) the objection to the assignment of any applicable Assets, including any Desired 365 Contract; (4) Cure Amount (solely to the extent such objection is not subject to the Cure Objection Deadline), and (5) the ability of a Successful Bidder or Back-up Bidder to provide adequate assurance of future performance to counterparties to executory contracts and unexpired leases contemplated to be assumed or assigned to a Successful Bidder or Back-up Bidder for the applicable Assets
December 3, 2020 at 5:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Deadline to file responses to Sale Objections and Contract Objections

<i>WholeCo Sale Transaction Milestones</i>	
Date	Event
December 4, 2020 at 3:00 p.m. (prevailing Central Time)	<ul style="list-style-type: none"> • Sale Hearing

1. Assets to be Sold

Pizza Hut Assets. The Debtors will offer for sale the Pizza Hut Assets in accordance with these Bid Procedures, through the Pizza Hut Sale Transaction pursuant to a purchase agreement (the “Pizza Hut APA”) for (a) all of the Debtors’ Pizza Hut Assets; or (b) groups of restaurants representing one or more of the Debtors’ three Pizza Hut divisions in its entirety (each such bid, a “Pizza Hut Division Bid”). The Debtors will also accept bids on a region-by-region basis (each such bid, a “Pizza Hut Region Bid”); however, the Debtors are predisposed to sell the Pizza Hut Assets to either a single buyer or on a divisional basis. For the avoidance of doubt, with respect to Pizza Hut Division Bids and Pizza Hut Region Bids, to the extent the Debtors do not receive Qualified Bids for all divisions or regions, the Debtors reserve the right to not consider Pizza Hut Division Bids or Pizza Hut Region Bids, as applicable, or otherwise proceed to an Auction or Sub-Auction for such bids. The Debtors reserve the right to not consider Qualified Bid(s) or to determine to not proceed to an Auction or Sale Hearing for such Qualified Bid(s), if the aggregate value of such Qualified Bid(s) does not exceed an amount necessary to, among other things, fund plan distributions, fund working capital, and secure the support of the Ad Hoc Priority/1L Lender Group. At this time, the Debtors believe such amount is \$325 million on account of the Pizza Hut Assets.

Wendy’s Assets. The Debtors will offer for sale the Wendy’s Assets in accordance with these Bid Procedures through the Wendy’s Sale Transaction pursuant to an asset purchase agreement (the “Wendy’s APA”) of (a) all of the Debtors’ Wendy’s Assets; or (b) groups of restaurants representing an entire market in its entirety (each such bid, a “Wendy’s Market Bid”). For the avoidance of doubt, with respect to Wendy’s Market Bids, to the extent the Debtors do not receive Qualified Bids for all markets, the Debtors reserve the right to not consider Wendy’s Market Bids or otherwise proceed to an Auction or Sub-Auction for such bids. The Debtors reserve the right to not consider Qualified Bid(s) or to determine to not proceed to an Auction or Sale Hearing for such Qualified Bid(s), if the aggregate value of such Qualified Bid(s) does not exceed an amount necessary to, among other things, fund plan distributions, fund working capital, and secure the support of the Ad Hoc Priority/1L Lender Group. At this time, the Debtors believe such amount is \$400 million on account of the Wendy’s Assets.

WholeCo Assets. The Debtors will offer for sale the WholeCo Assets, in accordance with these Bid Procedures, through the WholeCo Sale Transaction pursuant to a purchase agreement (the “WholeCo Purchase Agreement,” and together with the Pizza Hut APA, Wendy’s APA, and any Stalking Horse Agreement (as defined below), each a “Purchase Agreement”).

For the avoidance of doubt, any Assets not sold pursuant to these Bid Procedures will be retained by the Debtors in connection with their proposal and solicitation of a plan of reorganization or some other consensual resolution as agreed to by the Debtors, the Ad Hoc Priority/1L Group, and the Franchisors, as applicable.

2. Selection of a Stalking Horse Bidder

Pizza Hut Stalking Horse Bidder. The Debtors, in consultation with the Consultation Parties (as defined below), may enter into one or more purchase agreements (each, a “Pizza Hut Stalking Horse Agreement”) with one or more stalking horse bidders for the Pizza Hut Assets (each, a “Pizza Hut Stalking Horse Bidder”) to establish a minimum bid for the Pizza Hut Assets at the auction (the “Pizza Hut Auction”). In the event that the Debtors, in consultation with the Consultation Parties and with the consent of the Required Lenders (as long as the Required Lenders have not submitted a bid),⁷ agree on the terms of a Pizza Hut Stalking Horse Agreement and select a party to serve as a Pizza Hut Stalking Horse Bidder, upon such selection, the Debtors will seek Court approval of such Pizza Hut Stalking Horse Bidder, the Pizza Hut Stalking Horse Agreement, and any bid protections.

Wendy’s Stalking Horse Bidder. The Debtors, in consultation with the Consultation Parties (as defined below), may enter into one or more purchase agreements (each, a “Wendy’s Stalking Horse Agreement”) with one or more stalking horse bidders for the Wendy’s Assets (each, a “Wendy’s Stalking Horse Bidder”) to establish a minimum bid for the Wendy’s Assets at the auction (the “Wendy’s Auction”). In the event that the Debtors, in consultation with the Consultation Parties and with the consent of the Required Lenders (as long as the Required Lenders have not submitted a bid), agree on the terms of a Wendy’s Stalking Horse Agreement and select a party to serve as a Wendy’s Stalking Horse Bidder, upon such selection, the Debtors shall seek Court approval of such Wendy’s Stalking Horse Bidder, the Wendy’s Stalking Horse Agreement, and any bid protections.

WholeCo Stalking Horse Bidder. The Debtors, in consultation with the Consultation Parties (as defined below), may enter into a purchase agreement (the “WholeCo Stalking Horse Agreement,” and together with the Pizza Hut Stalking Horse Agreement and the Wendy’s Stalking Horse Agreement, each a “Stalking Horse Agreement”) with a WholeCo Stalking Horse Bidder to establish a minimum bid for the WholeCo Assets at the auction (the “WholeCo Auction,” and together with the Pizza Hut Auction and Wendy’s Auction, each an “Auction”). In the event that the Debtors, in consultation with the Consultation Parties and with the consent of the Required Lenders (as long as the Required Lenders have not submitted a bid), agree on the terms of a WholeCo Stalking Horse Agreement and select a party to serve as a WholeCo Stalking Horse Bidder, upon such selection, the Debtors shall seek Court approval of such WholeCo Stalking Horse Bidder, the WholeCo Stalking Horse Agreement, and any bid protections.

3. Participation Requirements

Any person wishing to participate in the process to bid on the applicable Assets, as provided in the Bid Procedures Order (each such person, a “Potential Bidder”), must become a

⁷ “Required Lenders” shall mean the PTL Required Lenders and the First Lien Required Lenders. “PTL Required Lenders” shall have the meaning ascribed to “Required Lenders” in the PTL Credit Agreement. “First Lien Required Lenders” shall have the meaning ascribed to “Required Lenders” in the First Lien Credit Agreement.

“Qualified Bidder.” As a prerequisite to becoming a Qualified Bidder, a Potential Bidder, as applicable, must:⁸

- a. deliver an executed confidentiality agreement in form and substance acceptable to the Debtors (a “Confidentiality Agreement”);
- b. demonstrate an ability and the financial wherewithal, as determined by the Debtors, in consultation with the Consultation Parties, to consummate the applicable Sale Transaction based on a Qualified Bid (as defined below); and
- c. submit a bid for (i) the Pizza Hut Assets, the Wendy’s Assets, or WholeCo Assets, (ii) groups of Pizza Hut restaurants representing an entire division or region (*i.e.* inclusive of all Pizza Hut restaurants within such region) or (iii) groups of Wendy’s restaurants representing a market in its entirety (*i.e.* inclusive of all Wendy’s restaurants within such market) to be a Qualified Bid.

For the avoidance of doubt, satisfaction of the foregoing requirements 3(a)-(c) will only qualify a Potential Bidder as a “Qualified Bidder.” All Qualified Bidders must also comply with the bid requirements set forth in section 6 below in order to submit a “Qualified Bid.”

Non-Binding Indication of Interests. Each person or entity that desires to participate in the Pizza Hut Auction or WholeCo Auction should also submit a written preliminary non-binding indication of interest in the applicable Assets (each, a “Non-Binding Indication of Interest”) to Greenhill by no later than September 28, 2020 (the “Non-Binding Indication of Interest Deadline”). Each Non-Binding Indication of Interest shall provide (i) the value or range of values for the applicable Assets, and to the extent the Non-Binding Indication of Interest relates to a Pizza Hut Region Bid or Pizza Hut Division Bid, allocate value by region or division, as applicable; (ii) the basis upon which such valuation was derived; (iii) liabilities to be assumed; and (iv) contemplated financing sources. The Debtors shall deliver copies of each Non-Binding Indication of Interest to the Consultation Parties within 24 hours of receipt or as soon as reasonably practicable thereafter of such Non-Binding Indication of Interest. For the avoidance of doubt, any person or entity that does not submit a Non-Binding Indication of Interest may submit a Qualified Bid, subject to the bid requirements set forth in section 6 below.

4. Due Diligence

The Debtors will provide each Potential Bidder who has executed a Confidentiality Agreement with reasonable access to the Debtors’ confidential electronic data room concerning the applicable Assets (each, a “Data Room”) and any other additional information that the Debtors believe to be reasonable and appropriate under the circumstances; *provided* that the Debtors may withhold or limit access by any Potential Bidder to the applicable Data Room or other due diligence materials if the Potential Bidder does not become, or the Debtors determine that the Potential Bidder is not likely to become, a Qualified Bidder.

⁸ For the avoidance of doubt, a Potential Bidder for the Wendy’s Assets may submit a bid even if such Potential Bidder did not submit an indication of interest for the Wendy’s Assets by August 10, 2020.

The Debtors reserve the right, in their reasonable discretion, to withhold or limit access to any due diligence information that the Debtors determine is business-sensitive or otherwise not appropriate for disclosure to a Potential Bidder, and to establish separate data rooms to ensure that such business-sensitive information is shared appropriately. Notwithstanding any prepetition limitations, including, without limitation, any non-disclosure, confidentiality or similar provisions relating to any due diligence information, the Debtors and their respective estates will be authorized to provide due diligence information to each Potential Bidder; *provided* that such Potential Bidder has delivered an executed Confidentiality Agreement. Except as may be set forth in a Confidentiality Agreement, the Debtors and their respective estates are not responsible for, and will have no liability with respect to, any information obtained by, or provided to, any Potential Bidders in connection with these Bid Procedures and the sale process.

The Debtors and their representatives shall not be obligated to furnish any due diligence information after the applicable Bid Deadline (as defined herein). Neither the Debtors nor any of their respective representatives are obligated to furnish any information relating to the applicable Assets to any person other than a Potential Bidder who has executed a Confidentiality Agreement. Due diligence shall be completed on or before the applicable Bid Deadline.

Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the applicable Assets prior to making a bid; that it has relied solely upon its own independent review, investigation and/or inspection of any documents and the applicable Assets in making its bid; and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise regarding the applicable Assets or the completeness of any information provided in connection therewith, except as expressly stated in these Bid Procedures or such Qualified Bidder's Confidentiality Agreement.

Pizza Hut Assets Information Requests. The Debtors have designated Greenhill & Co., LLC ("Greenhill") to coordinate the response to all reasonable requests for additional information and due diligence from Potential Bidders with respect to the Pizza Hut Assets. Contact information for Greenhill is as follows: Greenhill & Co., LLC, 300 Park Avenue, New York, NY 10022, Attn: Neil A. Augustine (212-389-1539, neil.augustine@greenhill.com), Thomas McCarthy (212-389-1561, thomas.mccarthy@greenhill.com), and Nicholas Drayson (847-610-0210, nicholas.drayson@greenhill.com).

Wendy's Assets Information Requests. The Debtors have designated (A) Greenhill, and (B) The Cypress Group ("Cypress") to coordinate the response to all reasonable requests for additional information and due diligence from Qualified Bidders with respect to the Wendy's Assets. Contact information for Greenhill is set forth above. Contact information for Cypress is as follows: 9800 Pyramid Ct., Englewood, CO 80112, Dean B. Zuccarello (303-680-4141, dzuccarello@cypressgroup.biz).

5. Franchisor Communications

Each applicable Franchisor⁹ has a qualification process for franchisees. The Debtors will facilitate a process to introduce Potential Bidders to the applicable Franchisor related to any applicable contractual rights of the applicable Franchisor,¹⁰ including the Wendy's Franchisor's qualification process as it relates to the Wendy's Assets and the Pizza Hut Franchisor's qualification process as it relates to the Pizza Hut Assets (each, a "Qualification Process"). Upon entry of the Bid Procedures Order and following the Debtors' receipt of a request of a Potential Bidder to engage in discussions or exchange information with a Franchisor, the applicable Franchisor and such Potential Bidder may engage in discussions and exchange of information with respect to the applicable Franchisor's Qualification Process; *provided*, that, upon engaging in such discussions, the Potential Bidders and the Franchisors shall use commercially reasonable efforts to engage in and expedite the applicable Qualification Process in line with the Debtors' sale timeline; *provided, further*, that (i) the applicable Franchisor shall deliver written notice to the Debtors' Advisors within a reasonable time prior to any proposed discussions (including any calls) between a Franchisor and a Potential Bidder(s) and (ii) a representative(s) from the Debtors' Advisors shall be allowed (but not required) to participate in such discussion(s) between a Franchisor and a Potential Bidder(s), (iii) the applicable Franchisor shall provide to the Debtors' Advisors a weekly log of such contacts, including the date and time of the contact, the names of the individuals who attend such discussions, and a summary of the topics discussed, and (iv) the Debtors and the Franchisors shall have weekly calls to discuss the calls the Franchisors had with Potential Bidders that the Debtors' Advisors did not participate in and, at the request of the Debtors, the Debtors shall schedule calls with such Potential Bidders to discuss topics covered on such calls. The Debtors and the Franchisors shall be entitled to seek relief from the Bankruptcy Court on an emergency basis against any party who fails to comply with this provision.

6. Bid Requirements/Determination of Qualified Bid Status

To be deemed a "Qualified Bid," a bid must be *received* from a "Qualified Bidder" by a date no later than the applicable Bid Deadline and must:

- a. Identification of Qualified Bidder. Identify (i) the party submitting the bid (and any equity holders or other financial investors in such party or such bid, in the case of a Qualified Bidder which is an entity specially formed for the purpose of effectuating the applicable contemplated Sale Transaction) and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the applicable contemplated Sale Transaction, and (ii) the material terms of any such participation, including any binding agreements, arrangements, undertakings, contractual obligations or understandings concerning a collaborative or joint bid or any other combination concerning the proposed bid.

⁹ "Franchisor" shall mean, as applicable, Quality Is Our Recipe, LLC (the "Wendy's Franchisor") and Pizza Hut, LLC (f/k/a Pizza Hut, Inc.) (the "Pizza Hut Franchisor").

¹⁰ The Debtors and the Prepetition Secured Parties (as defined in the Final Cash Collateral Order) reserve all of their respective rights with respect to any such contractual rights.

- b. Purchase Price Allocation. With respect to a Pizza Hut Division Bid, Pizza Hut Region Bid, or a Wendy's Market Bid, specify the portion of the aggregate purchase price that is being allocated to each division, region, or market, as applicable, including a description of any significant assumptions on which such valuation is based.¹¹ In addition, Purchase Agreements for the WholeCo Assets (including WholeCo Stalking Horse Agreements) shall set forth an allocation of the purchase price as between the Pizza Hut Assets and the Wendy's Assets and may provide for terms for the consummation of an individual Pizza Hut Sale Transaction or a Wendy's Sale Transaction in the event such bid for the WholeCo Assets is not the Successful Bid.
- c. Irrevocability of Bid. Include a letter stating that the Qualified Bidder's offer is irrevocable¹² until the closing of the applicable Sale Transaction if such Qualified Bidder is the Successful Bidder, and that the Qualified Bidder agrees to serve as a Back-up Bidder if such bidder's Qualified Bid is selected as the next highest or otherwise next best bid after the applicable Successful Bid (as defined below) (the "Back-up Bid," and the Qualified Bidder making the Back-up Bid, the "Back-up Bidder").
- d. Consideration. Identify the consideration to be paid for the applicable Assets.
- e. Assumed Liabilities. Identify the Debtors' liabilities that the Qualified Bidder seeks to assume.
- f. Identification of Executory Contracts and Unexpired Leases and other Contracts. (i) Identify with particularity the Debtors' executory contracts and unexpired leases with respect to which the Qualified Bidder seeks to assume and receive an assignment, (ii) provide for the payment by the Qualified Bidder of all applicable Cure Amounts payable with respect to such executory contracts and unexpired leases to be assumed and assigned contracts and leases under the Bankruptcy Code, and (iii) identify with particularity the Debtors' other contracts and leases with respect to which the Qualified Bidder seeks to assume and receive an assignment.
- g. Adequate Assurance Information. Include sufficient financial or other information (the "Adequate Assurance Information") to establish adequate assurance of future performance with respect to any lease or contract to be assigned to the Qualified Bidder in connection with the proposed Sale Transaction and identify a contact person (with relevant contact information) that counterparties to any lease or contract can contact to

¹¹ As previously stated, the Debtors will, in their business judgment, prioritize a sale of (a) the Pizza Hut Assets, or (b) a group of restaurants representing one of the Debtors three Pizza Hut divisions in its entirety, notwithstanding that the Debtors will accept Pizza Hut Region Bids.

¹² A Back-up Bidder (as defined herein) shall be required to keep its bid open and irrevocable as specified in sections 15(n), 16(m), and 19(a).

obtain additional Adequate Assurance Information. The Adequate Assurance Information may include (i) tax returns, (ii) bank account statements, (iii) audited or unaudited financial statements and annual reports for the past three (3) years, (iv) cash flow projections, (v) the specific name of the Qualified Bidder and the proposed assignee, as applicable, and/or (vi) the Qualified Bidder's (or relevant assignee's) proposed use of the leased premises in the bid (if applicable).

- h. Purchase Agreement. Include a duly authorized and executed purchase agreement providing for the purchase of the applicable Assets (the "Qualified Bidder Agreement"), together with a copy of such agreement marked to show the specific changes to any applicable Stalking Horse Agreement (or, in the case of a bid to become a Stalking Horse Bidder, or if there is no Stalking Horse Agreement, the applicable Purchase Agreement). The Qualified Bidder Agreement shall:
 - i. other than with respect to a Stalking Horse Agreement, be on terms that, in the Debtors' reasonable business judgment after consultation with the Consultation Parties, are higher or better than the terms and conditions contained in the applicable Stalking Horse Agreement, if any;
 - ii. include a complete set of all disclosure schedules and exhibits thereto marked to show the specific changes to the disclosure schedules and exhibits to the applicable Stalking Horse Agreement (or, in the case of a bid to become a Stalking Horse Bidder, or if there is no Stalking Horse Agreement, the applicable Purchase Agreement); and
 - iii. not condition the closing of the proposed Sale Transaction on the receipt of any third party approvals (excluding that required by the Court, governmental, and/or regulatory approval), except as set forth in 6(j) below.
- i. Limited Contingencies. Include sufficient financial or other information to demonstrate that the bid is not conditioned on (A) obtaining financing, (B) any internal approval, (C) the outcome or review of unperformed due diligence, or (D) regulatory contingencies, except as provided under the "Regulatory Approvals and Covenants" section below.
- j. Value to the Estate in Excess of Stalking Horse Agreement, if any. If a Stalking Horse Bidder is selected prior to the applicable Bid Deadline, such Qualified Bid must result in value to the Debtors' estates that, in the Debtors' reasonable business judgment after consultation with the Consultation Parties, is more than the aggregate of the value of the sum of: (A) the cash purchase price of the applicable Stalking Horse Agreement; plus (B) the applicable Stalking Horse Bidder's assumed liabilities in an estimated amount determined by the Debtors in consultation with the Consultation Parties; *plus* (C) the sum of any applicable bid protections

(as approved by order of the Court), if any; *plus* (D)(x) \$1,000,000 with respect to any bid for all of the Pizza Hut Assets, Wendy's Assets, or WholeCo Assets, as applicable; and (y) \$500,000 with respect to any Pizza Hut Division Bid, Pizza Hut Region Bid, or Wendy's Market Bid, as applicable.

- k. Evidence of Financial Ability. Include sufficient evidence of the Qualified Bidder's ability to consummate the applicable Sale Transaction and payment of the purchase price in cash (or such other consideration as is deemed acceptable to the Debtors and the Required Lenders, after consultation with the Consultation Parties) on the date the Sale Transaction is scheduled to close, including, but not limited to:
 - i. evidence of the Qualified Bidder's internal resources and proof of unconditional debt funding commitments from a recognized financial institution and, if applicable, equity commitments in an aggregate amount equal to the purchase price and the applicable Cure Amounts and other closing payments, if any, or the posting of an irrevocable letter of credit from a recognized banking institution issued in favor of the Debtors in such amount, in each case, as are needed to close the applicable Sale Transaction; *provided* that with respect to any Qualified Bid for the WholeCo Assets, the Qualified Bidder shall indicate whether any debt funding will include cross collateralization between the Wendy's Assets and Pizza Hut Assets post-sale;
 - ii. contact names and telephone numbers for verification of financing sources;
 - iii. current audited financial statements (or such other form of financial disclosure and credit-quality support or enhancement, acceptable to the Debtors in consultation with the Consultation Parties) of the Qualified Bidder or those entities that will guarantee in full the payment obligations of the Qualified Bidder;
 - iv. a description of the Qualified Bidder's pro forma capital structure; and
 - v. any such other form of financial disclosure or credit-quality support information or enhancement reasonably requested by the Debtors demonstrating that such Qualified Bidder has the ability to close the applicable Sale Transaction.
- l. Deposit. Is accompanied by a cash deposit by wire transfer to an escrow agent selected by the Debtors (the "Deposit Agent") in an amount equal to: (1) with respect to a Pizza Hut Division Bid, Pizza Hut Region Bid or a Wendy's Market Bid, the greater of (a) \$1 million and (b) 10% of the cash purchase price of the bid, and (2) with respect to all other bids, 10% of the cash purchase price of the bid (the "Good Faith Deposit"); *provided* that,

the Debtors may require a higher Good Faith Deposit in their discretion, as necessary to protect the interests of their estates or to maximize value. The Good Faith Deposit must be deposited prior to the applicable Bid Deadline with the Deposit Agent. The Qualified Bidders shall provide to the Debtors information reasonably requested by the Deposit Agent to establish the deposit, including know-your-customer (KYC) information.

- m. No Break-Up Fee. Except for a Stalking Horse Bidder, include sufficient information to indicate that the Qualified Bidder(s) is not entitled to any break-up fee, expense reimbursement, or similar type of payment.
- n. No Collusion: Represent and warrant that the Qualified Bidder has not engaged in any collusion with respect to the submission of its bid or its participation in the Auction, as applicable (including Sub-Auctions (as defined below), as applicable);
- o. Due Diligence. Include a letter acknowledging and representing that the Qualified Bidder:
 - i. has had an opportunity to conduct, and has completed, any and all due diligence regarding the applicable Assets deemed necessary by the Qualified Bidder before making its bid;
 - ii. has relied solely on its own independent review, investigation and/or inspection of any documents and the applicable Assets in making its bid; and
 - iii. did not rely on any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the applicable Assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Bid Procedures and in the representations and warranties contained in the Purchase Agreement submitted as part of the Qualified Bid (as it may be modified before acceptance and execution by the Debtors) and disclaims reliance on any such written or oral statements, representations, promises, warranties or guaranties.
- p. Identity of QSR or Similar Brands. Identify any quick service restaurants or other similar brands that the Qualified Bidder or any affiliates currently operate under; disclose whether the Qualified Bidder or any affiliates participate in, by owning or investing in, making loans to, operating, engaging in, being employed by or having any interest in or being connected in any manner to, any quick service restaurant or to any business or commercial activity that derives revenue from the sale of items authorized for sale at Wendy's or Pizza Hut.
- q. Corporate Authority. Include sufficient evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable

governing body) with respect to the submission, execution, delivery and closing of the Qualified Bidder Agreement; *provided* that, if the Qualified Bidder is an entity specially formed for the purpose of effecting the applicable Sale Transaction, then the Qualified Bidder must furnish sufficient evidence reasonably acceptable to the Debtors of the approval of the submission of the bid and consummation of the applicable Sale Transaction by equity holder(s) of such Qualified Bidder, in each case, in consultation with the Consultation Parties.

- r. Regulatory Approvals and Covenants. Identify each regulatory and (without limiting section 6(i)(iii)) third-party approval required for the Qualified Bidder to consummate the applicable Sale Transaction, if any, and the time period within which the Qualified Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than thirty (30) days following the execution and delivery of the Qualified Bidder Agreement, those actions the Qualified Bidder will take to ensure receipt of such approvals as promptly as possible).
- s. Consent to Jurisdiction and Authority to Enter Final Orders. State that the Qualified Bidder consents to the jurisdiction of the Court and to the entry of a final judgment or order with respect to the Qualified Bidder's offer, as well as with respect to any aspect of these Bid Procedures and the Motion, including these Bid Procedures, and all orders of the Court entered with respect to the applicable Sale Transaction, if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.
- t. Evidence of Personal Involvement. Provide evidence to the Debtors and the Franchisors of their personal involvement by demonstrating: (i) the degree of their restaurant experience with comprehensive market knowledge, (ii) their level of engagement; (iii) their authority to make operational decisions; and (iv) a willingness to assume significant economic risks for the potential of substantial rewards.
- u. Franchisor Forms. With respect to a bid for the Wendy's Assets, provide a completed Wendy's Transaction Information Form and Background Check Form, including supporting documents and financial disclosures, to the Debtors and the Wendy's Franchisor. With respect to a bid for the Pizza Hut Assets, provide a completed Pizza Hut Franchisee Application, License Application Franchisee Background Check Form, and Potential Franchisee Diligence Questionnaire, including supporting documents and financial disclosures, to the Debtors and the Pizza Hut Franchisor.

The Debtors, in consultation with the Consultation Parties (to whom the Debtors shall deliver copies of each bid and each Qualified Bid within 24 hours of receipt or as soon as reasonably practicable thereafter), shall determine whether a competing bid that meets the above

requirements constitutes a Qualified Bid. The Debtors shall notify bidders whether their bids have been determined to be Qualified Bids promptly following the applicable Bid Deadline.

A Stalking Horse Bidder, if any, is deemed to be a Qualified Bidder and the applicable Stalking Horse Agreement constitutes a Qualified Bid for all purposes.

The Debtors reserve the right, in consultation with the Consultation Parties, (a) at any time to require any Potential Bidder previously determined to be a Qualified Bidder (other than a Stalking Horse Bidder, if any) to provide additional evidence of its ability to consummate a Sale Transaction based on a Qualified Bid in order to remain a Qualified Bidder, and (b) to exclude any such Potential Bidder (other than a Stalking Horse Bidder, if any) from participating further in an Auction as a result of its inability to satisfy any requirements to remain a Qualified Bidder.

7. Bid Deadline

- a. Wendy's Bid Deadline. A Qualified Bidder that desires to make a bid for the Wendy's Assets shall deliver a written or electronic copy of its conforming bid so as to be received no later than **5:00 p.m. (prevailing Central Time) on November 10, 2020** (the "Wendy's Bid Deadline"), unless such date is extended by the Debtors in consultation with the Consultation Parties, to (i) the investment banker for the Debtors, Greenhill & Co., LLC, 300 Park Avenue, New York, NY 10022, Attn: Neil A. Augustine (neil.augustine@greenhill.com), Thomas McCarthy (thomas.mccarthy@greenhill.com), and Nicholas Drayson (nicholas.drayson@greenhill.com) (the "Debtors' Investment Banker"); (ii) counsel to the Debtors, Weil, Gotshal & Manges LLP, 700 Louisiana, Suite 1700, Houston, TX 77002, Attention: Alfredo R. Perez (alfredo.perez@weil.com), Kevin Bostel (kevin.bostel@weil.com), and Natasha Hwangpo (natasha.hwangpo@weil.com) (the "Debtors' Counsel" and together with the Debtors' Investment Banker, the "Debtors' Advisors"); and (iii) the lenders' quick service restaurant banker, The Cypress Group, 9800 Pyramid Ct., Englewood, CO 80112, Dean B. Zuccarello (303-680-4141, dzuccarello@cypressgroup.biz).
- b. Pizza Hut Bid Deadline. A Qualified Bidder that desires to make a bid for the Pizza Hut Assets shall deliver a written or electronic copy of its conforming bid so as to be received no later than **5:00 p.m. (prevailing Central Time) on November 20, 2020** (the "Pizza Hut Bid Deadline"), unless such date is extended by the Debtors in consultation with the Consultation Parties, to (i) the Debtors' Investment Banker (whose contact information is set forth above in section 7(a)); and (ii) Debtors' Counsel (whose contact information is set forth above in section 7(a)).
- c. WholeCo Bid Deadline. A Qualified Bidder that desires to make a bid for the Assets shall deliver a written or electronic copy of its conforming bid so as to be received no later than **5:00 p.m. (prevailing Central Time) on November 20, 2020** (the "WholeCo Bid Deadline"), unless such date is extended by the Debtors in consultation with the Consultation Parties, to (i) the Debtors' Investment Banker (whose contact information is set forth

above in section 6(a)); and (ii) the Debtors' Counsel (whose contact information is set forth above in section 7(a)).

- d. The Debtors shall notify a Stalking Horse Bidder, if any, and other Qualified Bidders that have submitted Qualified Bids if one or more Qualified Bids are received.
- e. The Debtors, in consultation with the Consultation Parties, and subject to the Case Milestones and the Restructuring Support Agreement, may extend the applicable Bid Deadline at any time on or before the date of the applicable Bid Deadline. If the Debtors extend a Bid Deadline, the Debtors will promptly notify all applicable Qualified Bidders, including any Stalking Horse Bidder, if any and if applicable, of such extension.
- f. Bids submitted on or prior to the applicable Bid Deadline are binding, irrevocable and capable of acceptance until the closing of the applicable Auction or Sub-Auction, or, in the case of any Successful Bid or Back-up Bid, after the applicable Auction or Sub-Auction, as set forth in sections 15(n), 16(m) and 19(a).

8. Aggregate Bids

Persons who collectively are referred to as a Qualified Bidder need not be affiliates and need not act in concert with one another, and the Debtors may, in consultation with the Consultation Parties, aggregate separate bids from unaffiliated persons to create one bid from a Qualified Bidder; *provided, however*, that all bidders shall not take any actions to aggregate bids with any unaffiliated person absent the Debtors' consent (tendered in consultation with the Consultation Parties) and remain subject to the provisions of Bankruptcy Code section 363(n) regarding collusive bidding and the applicable Confidentiality Agreement.

9. Evaluation of Qualified Bids

- a. The Debtors shall determine, in their reasonable judgment after consultation with the Debtors' financial and legal advisors and with the Consultation Parties, which of the Qualified Bids is the highest or best bid for the Wendy's Assets, Pizza Hut Assets, and WholeCo Assets, respectively (each, an "Initial Highest Bid").
- b. Prior to the Auction, the Debtors will provide to the Auction Participants (as defined below) and the Ad Hoc Priority/1L Group a copy of the applicable Initial Highest Bid (which, for the avoidance of doubt, may be a Credit Bid). To allow the Auction Participants to evaluate the Initial Highest Bid, the Debtors shall use commercially reasonable efforts to disclose the value that, in their business judgment and in consultation with the Consultation Parties, they place on the Initial Highest Bid. The Debtors shall also use commercially reasonable efforts to disclose to each Auction Participant the value that, in their business judgment, they place on such Auction Participant's Qualified Bid.

- c. Any bid that is not deemed a Qualified Bid shall not be considered by the Debtors; *provided, however*, that if the Debtors receive a bid prior to the applicable Bid Deadline that does not satisfy the requirements of a Qualified Bid, the Debtors may, after consultation with the Consultation Parties, provide such bidder the opportunity to remedy any deficiencies in such bid prior to the applicable Auction.

10. No Qualified Bids

Subject to the right of the PTL Agent¹³ (as directed by the PTL Required Lenders) or the 1L Agent (as directed by the 1L Required Lenders) to exercise their Credit Bid Right, if only one timely Qualified Bid (including the Stalking Horse Bidder's bid, if any) is received by the Bid Deadline or if a Stalking Horse Bidder's Qualified Bid is determined to be the Initial Highest Bid and there are no other Qualified Bids, the Debtors shall not hold an Auction.

11. Right to Credit Bid

In conjunction with any Sale Transaction, the PTL Agent (as directed by the PTL Required Lenders) and the 1L Agent (as directed by the 1L Required Lenders) shall have the respective right, to the extent permitted by section 363(k) of the Bankruptcy Code, to credit bid any portion and up to the entire amount of the respective prepetition claims under the PTL Credit Agreement and First Lien Credit Agreement, as applicable, and subject to the applicable intercreditor agreement, on any individual Asset, portion of the Assets, or all Assets, in each case, constituting Prepetition Collateral (as defined in the Final Cash Collateral Order) (the "Credit Bid Right," and such bid, a "Credit Bid"); *provided*, that the Credit Bid shall be subject to the challenge provisions found in the Final Cash Collateral Order; *provided further*, that any Credit Bid shall include sufficient value to cover any approved bid protections.

Notwithstanding anything to the contrary herein, the PTL Agent (as directed by the PTL Required Lenders) and the 1L Agent (as directed by the 1L Required Lenders) must meet the requirements of a Qualified Bidder in all respects, except as otherwise set forth herein in this section 11. To the extent the PTL Agent (as directed by the PTL Required Lenders) or the 1L Agent (as directed by the 1L Required Lenders) exercises its Credit Bid Right, such Credit Bid must meet the requirements of a Qualified Bid in all respects except as otherwise set forth herein in this section 11. The PTL Agent (as directed by the PTL Required Lenders) and the 1L Agent (as directed by the 1L Required Lenders) may credit bid during the applicable Auction if the PTL Agent and the 1L Agent participated in prior rounds of the Auction and otherwise participated in accordance with the Bid Procedures. The PTL Agent (as directed by the PTL Required Lenders) and the 1L Agent (as directed by the 1L Required Lenders) shall not be required to submit a Good Faith Deposit. Upon exercise of the Credit Bid Right and subject to further order by the Court, the PTL Agent (as directed by the PTL Required Lenders) and the 1L Agent (as directed

¹³ As used herein, the term "Agent" shall mean KKR Loan Administration Services LLC ("KKR"), in its capacity as administrative agent for the lenders under that certain (i) Super-Priority Term Loan Credit Agreement, dated as of May 20, 2020 (as amended or modified from time to time) (the "PTL Credit Agreement"), and (ii) First Lien Credit Agreement, dated as of April 20, 2017 (as amended or modified from time to time) (the "First Lien Credit Agreement"). KKR, in its capacity as administrative agent under the PTL Credit Agreement, is referred to herein as the "PTL Agent". KKR, in its capacity as administrative agent under the First Lien Credit Agreement, is referred to herein as the "1L Agent".

by the 1L Required Lenders) shall not be required to take title to or ownership of, or have any obligation in connection with (in each case, legal, equitable, or otherwise), or be deemed to have taken title to or ownership of, or have any obligation in connection with (in each case, legal, equitable, or otherwise) any individual Asset, portion of the Assets, or all of the Assets, and the PTL Agent (as directed by the PTL Required Lenders) and the 1L Agent (as directed by the 1L Required Lenders) shall have the right to designate any person that is comprised of, or entity owned directly or indirectly by, that is a lender under the PTL Credit Agreement or First Lien Credit Agreement or any entities that are comprised of lenders under the PTL Credit Agreement or First Lien Credit Agreement that shall take title to the individual Asset, portion of the Assets, or all of the Assets that are subject to the Credit Bid Right; *provided* that the Franchisors reserve all rights under their respective Qualification Process and to object to any Credit Bid and any such designation. No other person with liens junior to the liens securing the claims under the PTL Credit Agreement and the First Lien Credit Agreement may credit bid on the Prepetition Collateral unless such Credit Bid provides for sufficient cash consideration to pay in full the claims under the PTL Credit Agreement and First Lien Credit Agreement and liens that are the subject of such credit bid on the closing of the proposed Sale Transaction. Notwithstanding anything to the contrary herein, to the extent the Agent exercises its Credit Bid Right and is selected as a Stalking Horse Bidder, the applicable Stalking Horse Agreement shall not include any bid protections.

If (a) an Auction is cancelled or adjourned by the Debtors, after consultation with the Consultation Parties, or (b) through the exercise of the Credit Bid Right, the PTL Agent (as directed by the PTL Required Lenders) or the 1L Agent (as directed by the 1L Required Lenders) becomes the Successful Bidder at an Auction, then the Sale Hearing shall, as applicable, be cancelled or adjourned for such period as the Debtors reasonably determine in consultation with the Consultation Parties.

12. Highest or Otherwise Best Bid

Whenever these Bid Procedures refer to the highest or best bid or value, such determination shall take into account any factors the Debtors, in consultation with the Consultation Parties, reasonably deem relevant to the value of such bid to the Debtors' estates and may include, but are not limited to, the following: (a) the amount and nature of the consideration, including any obligations to be assumed; (b) the executory contracts and unexpired leases of the Debtors, if any, for which assumption and assignment or rejection is required, and the costs and delay associated with any litigation concerning executory contracts and unexpired leases necessitated by such bid; (c) the number of separate transactions that would be required to consummate the Sale Transaction and the attendant costs and risks; (d) the number, type and nature of any changes to a Form Purchase Agreement or a Stalking Horse Agreement, as applicable, requested by each Qualified Bidder; (e) the extent to which such modifications are likely to delay closing of the sale of the applicable Assets and the cost to the Debtors of such modifications or delay; (f) the likelihood of the Qualified Bidder being able to close the proposed transaction (including (i) assessment of financing commitment letters, and (ii) obtaining any required regulatory or other approvals) and the timing thereof; (g) the net benefit to the Debtors' estates; (h) proposed treatment of management and employees; (i) the impact on the Debtors' operational infrastructure; and (j) whether a Qualified Bidder is a current franchisee or qualified franchisee of the Pizza Hut Franchisor or Wendy's Franchisor, as applicable, or in the process of becoming one.

13. Auctions Generally. With respect to each sale process, in the event that (a) the Debtors timely receive one or more Qualified Bids, or (b) a Stalking Horse Bidder is selected and the Debtors receive a Qualified Bid that the Debtors in their business judgment, in consultation with the Consultation Parties, determine to be the Initial Highest Bid, the Debtors shall conduct an Auction with respect to such Qualified Bids. With respect to the Pizza Hut Auction and Wendy's Auction, if one or more Qualified Bids exist for acquiring individual markets, regions or divisions, as applicable, then the Debtors may, in the exercise of their reasonable business judgment (in consultation with the Consultation Parties), first conduct an Auction for different subgroupings of the Pizza Hut Assets or Wendy's Assets, as applicable (each, a "Sub-Auction") that has at least one Qualified Bid pursuant to these Bidding Procedures; *provided* that in a sale of different subgroupings, the aggregate shall comprise all of the applicable Assets. The Debtors shall maintain a written transcript of an Auction or specific Sub-Auction and of all bids made and announced at an Auction or specific Sub-Auction, including all overbids, and the Reserve Bids (as defined below).

14. Auction Sequencing. The Debtors will conduct successive and interlocking Auctions if the Debtors timely receive one or more Qualified Bids for each of the Pizza Hut Assets, Wendy's Assets, and WholeCo Assets. In such event, the Debtors shall name (a) the winner of the Pizza Hut Auction and Wendy's Auction as a reserve bid for the WholeCo Auction (each, a "Reserve Bid," and such bidder, a "Reserve Bidder"); and (b) each applicable Back-up Bid for the Pizza Hut Assets and Wendy's Assets, the reserve back-up bid for the WholeCo Auction (each, a "Reserve Back-up Bid," and such bidder, a "Reserve Back-up Bidder"). At the WholeCo Auction, each Reserve Bid will serve as the final bid for the Wendy's Assets and Pizza Hut Assets, respectively, to be compared against any Qualified Bids for the WholeCo Assets. At the WholeCo Auction, the Debtors shall determine, in the business judgment of the Debtors, after consultation with the Consultation Parties, the highest or otherwise best bid(s) for the applicable Assets (each, a "Successful Bid(s)"). A Successful Bid(s) may be a Qualified Bid for the WholeCo Assets or a combination of the Reserve Bids for the Pizza Hut Assets and Wendy's Assets.

15. Pizza Hut Auction/Wendy's Auction Procedures. The Pizza Hut Auction and Wendy's Auction, and any Sub-Auctions, shall be governed by the following procedures:

- a. Only a Stalking Horse Bidder, if any, the PTL Agent (as directed by the PTL Required Lenders), the 1L Agent (as directed by the 1L Required Lenders), and any other Qualified Bidders who have made a Qualified Bid shall be entitled to make any subsequent Qualified Bids at any Auction or Sub-Auction. Prior to the commencement of any Auction or Sub-Auction, the Debtors shall notify the Agent and any eligible participants, including parties in interest (provided that the Debtors shall retain discretion to limit attendance and the number of attendees per interested party in their discretion) (each, an "Auction Participant") of the identity of the other Auction Participants (and any equity holders, in the case of an Auction Participant which is an entity specially formed for the purpose of effectuating the contemplated Sale Transaction). Prior to the commencement of an Auction or Sub-Auction, the Debtors shall provide the Agent and all Qualified Bidders general information regarding the sale

process, including the number of parties submitting Qualified Bids and a copy of the Initial Highest Bid.

- b. The Debtors, the Agent, the Auction Participants, the Committee, the Ad Hoc Priority/1L Group, and their respective professionals, and a representative from the Office of the United States Trustee may participate and be heard at any Auction, but only the Auction Participants (as applicable, and including the Stalking Horse Bidder, if any) will be entitled to make any subsequent Qualified Bids at an Auction. If a Stalking Horse Bidder or any other Qualified Bidder appears through a duly authorized representative, such representative must have been granted a valid and enforceable power of attorney or have other written proof evidencing his or her ability to bind such party, which document(s) shall be delivered to the Debtors at least one business day before an Auction.
- c. Auction Date/Time:
 - i. The Wendy's Auction, if required, shall commence at **8:00 a.m. (prevailing Central Time) on November 18, 2020** and will (unless the Debtors provide notice otherwise) be held electronically via video/telephone, or at such later time or other place as designated by the Debtors, in consultation with the Consultation Parties, or approved by order of the Court, and of which the Debtors will notify the Auction Participants; and
 - ii. The Pizza Hut Auction, if required, shall commence at **8:00 a.m. (prevailing Central Time) on November 30, 2020** and will (unless the Debtors provide notice otherwise) be held electronically via video/telephone, or at such later time or other place as designated by the Debtors, in consultation with the Consultation Parties, or approved by order of the Court, and of which the Debtors will notify the Auction Participants.
- d. Bidding shall commence at the amount and terms of the Initial Highest Bid, with the next bids to exceed the Initial Highest Bid by the increment set forth below.
- e. Each of the Auction Participant shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the applicable Sale Transaction.
- f. At the commencement of an Auction or Sub-Auction, the Debtors shall formally announce the Initial Highest Bid. For each round, all Qualified Bids at the Auction or Sub-Auction will be based on the Initial Highest Bid and increased therefrom, and thereafter made in minimum increments of at least (x) \$1,000,000 with respect to any bid for all of the Debtors' Restaurants, and, if applicable, (y) \$500,000 with respect for any bid for an entire division, region, or market than the previous Qualified Bid, or in

such other increments as the Debtors may determine, in consultation with the Consultation Parties. The value of any terms or non-cash consideration provided for in any Qualified Bid, as acceptable to the Required Lenders, shall be determined by the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties.

- g. A Stalking Horse Bidder shall be entitled to submit successive Qualified Bids as overbids at the Auction or Sub-Auction and, in calculating the amount of a Stalking Horse Bidder's overbid, a Stalking Horse Bidder shall be entitled to a credit in the amount of any bid protections (as approved by order of the Court). For example, if at an Auction, a subsequent Qualified Bid submitted by a Stalking Horse Bidder is the Successful Bid (over another Qualified Bid that was submitted), then the purchase price that must be paid by a Stalking Horse Bidder pursuant to such Successful Bid (as defined above) shall be reduced by the amount of any bid protections (as approved by order of the Court).
- h. The Auction Participants shall have the right to submit successive Qualified Bids as overbids and make additional modifications to a Stalking Horse Agreement or the Qualified Bidder Agreement at an Auction or Sub-Auction; *provided, however*, that any such modifications to the Qualified Bidder Agreement, on an aggregate basis and viewed in whole, shall be not less favorable to the Debtors' estates, as determined by the Debtors, in consultation with the Consultation Parties, than the terms of the highest or best Qualified Bid at that time.
- i. Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction or Sub-Auction for the applicable Assets, in each round of bidding, (i) each Qualified Bidder must submit a bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors in their reasonable business judgment (in consultation with the Consultation Parties), such Qualified Bidder shall be disqualified from continuing to participate in the applicable Auction; *provided* that, with the consent of the Consultation Parties, the Debtors may adopt and utilize Auction procedures other than the foregoing procedure for any round of bidding.
- j. An Auction will be conducted openly and the Auction Participants will be informed of the terms of the highest or best previous Qualified Bid, as applicable.
- k. The Debtors will (i) review each Qualified Bid on the basis of, *inter alia*, financial and contractual terms and other factors relevant to the purchase

process, including those factors affecting the speed and certainty of consummating the Pizza Hut Sale Transaction or Wendy's Sale Transaction, as applicable, and (ii) in consultation with the Consultation Parties, identify the highest or otherwise best bid for each of the applicable Assets. In making this determination, the Debtors may, in consultation with the Consultation Parties, consider, among other things, the amount of cash and other consideration to be paid and the liabilities to be assumed or otherwise satisfied, in addition to any of the factors listed in paragraphs 6 or 12.

- l. In the event the Debtors receive at least one Qualified Bid for the WholeCo Assets, the Debtors shall name, at the conclusion of each Auction, (a) the winners of the Pizza Hut Auction and Wendy's Auctions, respectively, as the Reserve Bids, and (b) the respective Back-up Bids for the applicable Assets as the Reserve Back-up Bids. A determination of the Successful Bid(s) will be made at the WholeCo Auction; *provided* that if the Debtors do not receive at least one Qualified Bid for the WholeCo Assets, the winners of the Pizza Hut Auction and Wendy's Auctions shall be named the Successful Bidders.
- m. In the event that (a) the Debtors do not receive at least one Qualified Bid for the WholeCo Assets, or (b) after the WholeCo Auction, the Debtors deems the applicable Reserve Bid as the Successful Bid(s), the Qualified Bidder that submitted such Successful Bid(s) shall, subject to all other provisions hereof, become the "Successful Bidder" of the applicable Assets and shall have such rights and responsibilities of the Purchaser, as set forth in the respective Stalking Horse Agreement or Qualified Bidder Agreement, as applicable.
- n. By making a Qualified Bid at an Auction, an Auction Participant (including the Stalking Horse Bidder, if any) shall be deemed to have agreed to keep its final Qualified Bid made at such Auction open through the earlier of (i) ninety (90) days after entry of the order approving the Pizza Hut Sale Transaction or Wendy's Sale Transaction, as applicable, with the applicable Successful Bidder (the "Outside Back-up Date"), (ii) the closing of the Pizza Hut Sale Transaction or Wendy's Sale Transaction, as applicable, with the applicable Back-up Bidder, if such Qualified Bid is selected as the Back-up Bid; and (iii) the release of such Back-up Bid by the Debtors in writing.
- o. To facilitate a deliberate and orderly consideration of competing Qualified Bids submitted at an Auction, the Debtors, in consultation with the Consultation Parties, may adjourn either or both of the auctions at any time and from time-to-time and may conduct multiple rounds of bidding, subject to the Case Milestones and the Restructuring Support Agreement. Before conclusion of an Auction, the Debtors may, in consultation with the Consultation Parties, permit (x) one or more Auction Participants to join together as a single Qualified Bidder for the purpose of submitting a

joint Qualified Bid to acquire the Pizza Hut Assets or (y) one or more Auction Participants to join together as a single Qualified Bidder for the purpose of submitting a joint Qualified Bid to acquire the Wendy's Assets.

- p. The Debtors, in consultation with the Consultation Parties, shall have the right to adopt such other rules for an Auction (including rules that may depart from those set forth herein) that they determine in their business judgment will promote the goals of an Auction, including promoting the highest or otherwise best value for the Debtors' estates.
- q. Within one (1) business day following the conclusion of an Auction, or a reasonable time thereafter with the Debtors' consent, (a) the applicable Successful Bidder or Reserve Bidder shall submit by transfer of immediately available funds to an account identified by the Debtors the amount required to increase the applicable Successful Bidder's or Reserve Bidder's Good Faith Deposit to ten percent (10%) of the cash purchase price contained in the Successful Bid or Reserve Bid, as applicable, if the amount of the Good Faith Deposit previously delivered by the Successful Bidder or Reserve Bidder is less than such amount, and (b) the applicable Back-up Bidder or Reserve Back-up Bidder shall submit by transfer of immediately available funds to an account identified by the Debtors the amount required to increase the applicable Back-up Bidder's or Reserve Back-up Bidder's, as applicable, Good Faith Deposit to ten percent (10%) of the cash purchase price contained in the Back-up Bid or Reserve Back-up Bid, if the amount of the Good Faith Deposit previously delivered by the Back-up Bidder or Reserve Back-up Bidder is less than such amount.

16. WholeCo Auction Procedures. The WholeCo Auction shall be governed by the following procedures:

- a. Only (i) the WholeCo Stalking Horse Bidder, if any, (ii) the PTL Agent (as directed by the PTL Required Lenders), (iii) the 1L Agent (as directed by the 1L Required Lenders), and (iv) other Qualified Bidders, in each case who have made a Qualified Bid for the WholeCo Assets shall be entitled to make any subsequent Qualified Bids at the WholeCo Auction. Prior to the commencement of the WholeCo Auction, the Debtors shall notify all eligible Auction Participants of the identity of the other Auction Participants (and any equity holders, in the case of an Auction Participants which is an entity specially formed for the purpose of effectuating the applicable Sale Transaction). Prior to the commencement of the WholeCo Auction, the Debtors shall provide all Qualified Bidders general information regarding the sale process, including the number of parties submitting Qualified Bids and a copy of the Initial Highest Bid.
- b. The Debtors, the Agent, the Auction Participants, the Ad Hoc 1L/Priority Group, the Committee, and their respective professionals, and a representative from the Office of the United States Trustee may participate and be heard at the WholeCo Auction, but only the Auction Participants

(including the WholeCo Stalking Horse Bidder) will be entitled to make any subsequent Qualified Bids at the WholeCo Auction. If the WholeCo Stalking Horse Bidder or any other Qualified Bidder appears through a duly authorized representative, such representative must have been granted a valid and enforceable power of attorney or have other written proof evidencing his or her ability to bind such party, which document(s) shall be delivered to the Debtors at least one business day before the WholeCo Auction.

- c. The WholeCo Auction, if required, shall commence at **8:00 a.m. (prevailing Central Time) on December 1, 2020** and will (unless the Debtors provide notice otherwise) be held electronically via video/telephone, or at such later time or other place as designated by the Debtors, in consultation with the Consultation Parties, or approved by order of the Court, and of which the Debtors will notify the Auction Participants.
- d. Bidding shall commence at the amount and terms of the Initial Highest Bid with the next bids to exceed the Initial Highest Bid by the increment set forth below. The Initial Highest Bid for the WholeCo Auction may, for the avoidance of doubt, be either be (a) the aggregate of the Reserve Bids, or (b) a Qualified Bid for the WholeCo Assets.
- e. Each of the Auction Participants shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the applicable Sale Transaction.
- f. At the commencement of the WholeCo Auction, the Debtors shall formally announce the Initial Highest Bid; *provided* that, for the avoidance of doubt, the Initial Highest Bid for the WholeCo Auction may either be (a) the aggregate of the Reserve Bids, or (b) a Qualified Bid for the WholeCo Assets. For each round, all Qualified Bids at the WholeCo Auction will be based on the Initial Highest Bid and increased therefrom, and thereafter made in minimum increments of at least \$1,000,000 or in such other increments as the Debtors may determine, in consultation with the Consultation Parties.
- g. The WholeCo Stalking Horse Bidder, if any, shall be entitled to submit successive Qualified Bids as overbids at the WholeCo Auction, in calculating the amount of the WholeCo Stalking Horse Bidder's overbid, the WholeCo Stalking Horse Bidder shall be entitled to a credit in the amount of any bid protections (as approved by order of the Court). For example, if at the WholeCo Auction, a subsequent Qualified Bid submitted by the WholeCo Stalking Horse Bidder is the Successful Bid (over another Qualified Bid that was submitted), then the purchase price that must be paid by the WholeCo Stalking Horse Bidder pursuant to such Successful Bid (as defined above) shall be reduced by the amount of the bid protections (as approved by order of the Court).

- h. The Auction Participants shall have the right to submit successive Qualified Bids as overbids and make additional modifications to the WholeCo Stalking Horse Agreement or the Qualified Bidder Agreement at the WholeCo Auction; *provided, however*, that any such modifications to the applicable Qualified Bidder Agreement, on an aggregate basis and viewed in whole, shall be not less favorable to the Debtors' estates, as determined by the Debtors, in consultation with the Consultation Parties, than the terms of the highest or best Qualified Bid at that time.
- i. Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the WholeCo Auction in each round of bidding, (i) each Qualified Bidder must submit a bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors in their reasonable business judgment (in consultation with the Consultation Parties), such Qualified Bidder shall be disqualified from continuing to participate in the Auction for such Assets; *provided* that, with the consent of the Consultation Parties, the Debtors may adopt and utilize Auction procedures other than the foregoing procedure for any round of bidding.
- j. An Auction will be conducted openly and the Auction Participants will be informed of the terms of the highest or best previous Qualified Bid.
- k. The Debtors will (i) review each Qualified Bid on the basis of, *inter alia*, financial and contractual terms and other factors relevant to the purchase process, including those factors affecting the speed and certainty of consummating (x) the Wendy's Sale Transaction and Pizza Hut Sale Transaction as two or more separate sale transactions or (y) the WholeCo Sale Transaction, and (ii) in consultation with the Consultation Parties, identify the Successful Bid(s) for the applicable Assets. In making this determination, the Debtors may, in consultation with the Consultation Parties, consider, among other things, the amount of cash and other consideration to be paid and the liabilities to be assumed or otherwise satisfied, in addition to any of the factors listed in paragraphs 6 and 12.
- l. The Qualified Bidder, or combination of Qualified Bidders, that submitted a Successful Bid shall, subject to all other provisions hereof, become the Successful Bidder(s) and shall have such rights and responsibilities of the Purchaser, as set forth in the applicable Stalking Horse Agreement or Qualified Bidder Agreement, as applicable.
- m. By making a Qualified Bid at the WholeCo Auction, an Auction Participant (including the WholeCo Stalking Horse Bidder) shall be deemed to have agreed to keep its final Qualified Bid made at the

WholeCo Auction open through the earlier of (i) the Outside Back-up Date, (ii) the closing of the applicable Sale Transaction with the Successful Bidder, if any Reserve Back-up Bid is selected as the Successful Bid, and (iii) the release of such Reserve Back-up Bid by the Debtors in writing.

- n. The Debtors, in consultation with the Consultation Parties, shall have the right to adopt such other rules for the WholeCo Auction (including rules that may depart from those set forth herein) that they determine in their business judgment will promote the goals of the WholeCo Auction, including promoting the highest or otherwise best value for the Debtors' estates.
- o. Within one (1) business day following the conclusion of the WholeCo Auction, the Successful Bidder(s) shall submit by transfer of immediately available funds to an account identified by the Debtors the amount required to increase the Successful Bidder's Good Faith Deposit to ten percent (10%) of the cash purchase price contained in the Successful Bid, if the amount of the Good Faith Deposit previously delivered by the Successful Bidder is less than such amount.

17. Sale Hearing

- a. The Successful Bid(s) will be subject to approval by the Debtors, after consultation with the Consultation Parties, and the Court. The evidentiary hearing to consider approval of the Successful Bid(s) (the "Sale Hearing") will be held **at 3:00 p.m. (prevailing Central Time) on December 4, 2020**, or such other date as the Court's docket may accommodate. The Sale Hearing may be adjourned or rescheduled as ordered by the Court, or by the Debtors in consultation with the Consultation Parties, but without further notice to creditors and parties in interest other than by announcement by the Debtors of the adjourned date at the Sale Hearing. Unless the Debtors file and serve a revised notice, the Sale Hearing to approve the applicable Sale Transaction shall be held electronically via video/telephone before the Court before the Honorable David R. Jones. If you wish to participate telephonically, you must use the Court's teleconference system at **1-832-917-1510** and entering conference code **205691**. You may view video via **GoToMeeting**. To use GoToMeeting, the Court recommends that you download the free GoToMeeting application. To connect, you should enter the meeting code "**JudgeJones**" in the GoToMeeting app or click the link on Judge Jones' home page on the Southern District of Texas website. Once connected, click the settings icon in the upper right corner and enter your name under the personal information setting.
- b. The Debtors' presentation to the Court for approval of the Successful Bid(s) does not constitute the Debtors' acceptance of the Successful Bid(s). The Debtors shall be deemed to have accepted the Successful

Bid(s) only when the Successful Bid(s) has been approved by order of the Court.

- c. At the applicable Sale Hearing, the Debtors will seek the entry of an order of the Court approving and authorizing the sale to the Successful Bidder(s) on the terms and conditions of the Successful Bid. Any Successful Bidder shall appear at the applicable Sale Hearing and be prepared to testify in support of the Successful Bid and the Successful Bidder's ability to close in a timely manner, including with respect to demonstrating adequate assurance of future performance that may be required in connection with the assumption and assignment of any executory contracts and unexpired leases.

18. Return of Good Faith Deposit(s)

- a. Except as provided herein, the Good Faith Deposit of all Qualified Bidders held by the Deposit Agent (other than (x) a Stalking Horse Bidder, if any, and (y) the Successful Bidder and the Back-up Bidder) shall be returned, without interest, to each such Qualified Bidder not selected by the Debtors as the Successful Bidder no later than ten (10) days following the applicable Auction, subject to the terms of the escrow agreement pursuant to which such Good Faith Deposit is held.
- b. The Good Faith Deposit of a Stalking Horse Bidder and any Successful Bidder will be distributed pursuant to and in accordance with (i) a Stalking Horse Agreement or a Qualified Bidder Agreement, as applicable; and (ii) the escrow agreement pursuant to which such Good Faith Deposit is held.
- c. Notwithstanding the foregoing, and subject to the terms of a Qualified Bidder Agreement of the applicable Back-up Bidder, the Good Faith Deposit of such Back-up Bidder shall be returned, without interest, no later than five (5) days after the earlier to occur of: (i) the closing of the applicable Sale Transaction with the Successful Bidder; or (ii) the Outside Back-up Date.

19. Failure to Consummate Sale

- a. If an Auction is conducted, the party (including a Stalking Horse Bidder) with the next highest or best Qualified Bid to the Successful Bid (as determined by the Debtors in the exercise of their business judgment and in consultation with the Consultation Parties) at such Auction shall serve as a Back-up Bidder and such bid shall be open and irrevocable until 5:00 p.m. (prevailing Central Time) on the date which is the earlier of (i) Outside Back-up Date and (ii) the closing of the applicable Sale Transaction with the applicable Successful Bidder, subject to the above.
- b. Following the Sale Hearing, if a Successful Bidder fails to consummate an approved Sale Transaction, the applicable Back-up Bidder will be deemed

to be the new Successful Bidder, and the Debtors, after consultation with the Consultation Parties, will be authorized to consummate the applicable Sale Transaction with the applicable Back-up Bidder without further order of the Court and such last Qualified Bid of such Back-up Bidder shall thereupon be deemed the Successful Bid. The Debtors shall file and serve a notice of intent to proceed with the Back-up Bidder.

- c. The Good Faith Deposit of a Qualified Bidder will be forfeited to the Debtors if the Qualified Bidder is selected as the Successful Bidder or Successful Final Bidder and fails to enter into the required definitive documentation or to consummate the applicable Sale Transaction in accordance with these Bid Procedures and the terms of the applicable transaction documents with respect to the Successful Bid. The Deposit Agent shall release the Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors two (2) business days after the receipt by the Deposit Agent of a written notice by an authorized officer of the Debtors stating that the Qualified Bidder has breached or failed to satisfy its obligations or undertakings. The Debtors specifically reserve the right to seek all additional available damages from the defaulting Successful Bidder.
- d. If any Auction Participant fails to consummate the applicable Sale Transaction because of a breach or failure to perform on the part of such Auction Participant, the process described in this section may continue as determined by the Debtors in consultation with the Consultation Parties until an Auction Participant consummates the applicable Sale Transaction.

20. Objections

- a. Objections, if any, to the consummation of the applicable Sale Transaction (the “Objections”) shall be filed with the Court not later than (i) with respect to the Wendy’s Sale Transaction, **5:00 p.m. (prevailing Central Time) on November 25, 2020**; and (ii) with respect to the Pizza Hut Sale Transaction and the WholeCo Sale Transaction, **on or prior to the date of the Sale Hearing**.
- b. Any Objections not resolved prior to the applicable Sale Hearing shall be argued at the applicable Sale Hearing or such other time as set by the Court.

21. Consultation Parties

The term “Consultation Parties” as used in these Bid Procedures will mean (i) the Ad Hoc Priority/1L Group and its advisors, Gibson, Dunn & Crutcher LLP and Houlihan Lokey, Inc. (the “Ad Hoc Priority/1L Group Advisors”),¹⁴ *provided* that the Ad Hoc Priority/1L Group

¹⁴ To the extent members of the Ad Hoc Priority/1L Group participate as Consultation Parties, such members shall be under appropriate confidentiality agreements. The members of the Ad Hoc Priority/1L Group, including any

and the Priority/1L Group Advisors shall not be Consultation Parties if the PTL Agent (as directed by the PTL Required Lenders) or the 1L Agent (as directed by the 1L Required Lenders) submit a Credit Bid and for such period of time until the Credit Bid is withdrawn; (ii) Kelley Drye & Warren LLP and Alvarez & Marsal, as advisors to the Official Committee of Unsecured Creditors (the “Committee”); (iii) any advisors representing lenders holding at least a majority of the Prepetition Second Lien Obligations under the Prepetition Second Lien Credit Agreement (each term as defined in the Final Cash Collateral Order); (iv) Cleary Gottlieb Steen and Hamilton LLP and Jefferies LLC (the “Wendy’s Advisors”), as advisors to the Wendy’s Franchisor, *provided* that the Wendy’s Advisors shall not be Consultation Parties if the Wendy’s Franchisor becomes a backstop party to any Qualified Bidder(s); and (v) McDermott Will & Emery LLP and FTI Consulting, Inc., as advisors to the Pizza Hut Franchisor (the “Pizza Hut Advisors”), *provided* that Pizza Hut Advisors shall not be Consultation Parties if the Pizza Hut Franchisor becomes a backstop party to any Qualified Bidder(s).

In the event that any Consultation Party or an affiliate of the foregoing submits a bid that is a Qualified Bid, any obligation of the Debtors to consult with the bidding party or its affiliates established under these Bid Procedures will be waived, discharged and released without further action; *provided* that the bidding party will have the same rights as any other Qualified Bidder set forth above.

22. Modifications

Except as otherwise provided in a Stalking Horse Agreement, these Bid Procedures or the Bid Procedures Order, the Debtors reserve their rights, in their reasonable business judgment, with the consent of the Agent, on behalf of the Required Lenders, and after consultation with the Consultation Parties, to:

- a. (i) determine which bidders are Qualified Bidders; (ii) determine which bids are Qualified Bids; (iii) determine which Qualified Bid, if any, is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; and (iv) reject, at any time prior to the closing of an Auction or, if no Auction is held, at any time prior to entry of an order of the Court approving the Successful Bid any bid that is (1) inadequate or insufficient, (2) not in conformity with the requirements of the Bankruptcy Code or these Bid Procedures, or (3) contrary to the best interests of the Debtors and their estates;
- b. waive terms and conditions set forth in these Bid Procedures with respect to all potential bidders; and
- c. modify these Bid Procedures or impose, at or before the applicable Auction, additional terms and conditions for conducting the applicable Auction (so long as such terms and conditions are not inconsistent in any material respect with the Bankruptcy Code, the Bid Procedures Order or any other order of the Court), including, without limitation: (i) subject to

members that participate as Consultation Parties, do not assume any fiduciary or other duties to any other creditor or person.

the Case Milestones and the Restructuring Support Agreement, extending the deadlines set forth in these Bid Procedures or the applicable Auction rules as may be established as provided herein; (ii) modifying bidding increments; (iii) continuing or adjourning the applicable Auction, subject to the Case Milestones and the Restructuring Support Agreement; (iv) continuing or adjourning the applicable Sale Hearing (subject to the Case Milestones and the Restructuring Support Agreement) in open court, or by filing a notice on the docket of these Chapter 11 Cases, without further notice; (v) including any other party as an attendee or Auction Participant at the applicable Auction; (vi) withdrawing the applicable Assets from the applicable Auction, at any time before or during the applicable Auction; or (vii) canceling the applicable Auction.

Exhibit 2

Sale Notice

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

In re NPC INTERNATIONAL, INC., <i>et al.,</i> <p style="text-align: center;">Debtors.¹</p>	§ § § § § § §	Chapter 11 Case No. 20–33353 (DRJ) (Jointly Administered)
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**NOTICE OF PROPOSED SALE OF DEBTORS' ASSETS,
BID PROCEDURES, AUCTION, AND SALE HEARING**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 25, 2020, NPC International, Inc. and its debtor affiliates, in the above chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a motion (the “**Motion**”) seeking, among other things, entry of an order: (i) approving the proposed bid procedures (the “**Bid Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for sale(s) of the Debtors’ Pizza Hut Assets, Wendy’s Assets, or the WholeCo Assets (each as defined in the Bid Procedures)² and related contracts and other assets through one or more sale transactions (each, a “**Sale Transaction**”); (ii) scheduling auctions of the Assets (the “**Auctions**”) and a hearing for the approval of the proposed Sale Transaction(s) (the “**Sale Hearing**”); (iii) approving the form and manner of notice for sale of the Assets, the Auctions, and the Sale Hearing; (iv) approving procedures for the assumption or assumption and assignment of executory contracts or unexpired leases (collectively, the “**365 Contracts**”); (v) authorizing the Sale Transaction(s) including, but not limited to, the assumption and assignment of the Desired 365 Contracts; and (vi) granting related relief.

On [____], 2020, the Bankruptcy Court entered the *Order Establishing Bid Procedures Relating to the Sale of the Debtors’ Assets* [Docket No. [__]] (the “**Bid Procedures Order**”).³

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 As used herein, “**Assets**” shall mean, as applicable and as context requires, the Wendy’s Assets, Pizza Hut Assets, or WholeCo Assets.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bid Procedures or the Bid Procedures Order, as applicable.

Description of the Assets

Pizza Hut Assets.

The Debtors will offer for sale the Pizza Hut Assets in accordance with these Bid Procedures, through the Pizza Hut Sale Transaction pursuant to a purchase agreement (the “**Pizza Hut APA**”) for (a) all of the Debtors’ Pizza Hut Assets; or (b) groups of restaurants representing one or more of the Debtors’ three Pizza Hut divisions in its entirety (each such bid, a “**Pizza Hut Division Bid**”). The Debtors will also accept bids on a region-by-region basis (each such bid, a “**Pizza Hut Region Bid**”); however, the Debtors are predisposed to sell the Pizza Hut Assets to either a single buyer or on a divisional basis. For the avoidance of doubt, with respect to Pizza Hut Division Bids and Pizza Hut Region Bids, to the extent the Debtors do not receive Qualified Bids for all divisions or regions, the Debtors reserve the right to not consider Pizza Hut Division Bids or Pizza Hut Region Bids, as applicable, or otherwise proceed to an Auction or Sub-Auction for such bids. The Debtors reserve the right to not consider Qualified Bid(s) or to determine to not proceed to an Auction or Sale Hearing for such Qualified Bid(s), if the aggregate value of such Qualified Bid(s) does not exceed an amount necessary to, among other things, fund plan distributions, fund working capital, and secure the support of the Ad Hoc Priority/1L Lender Group. At this time, the Debtors believe such amount is \$325 million on account of the Pizza Hut Assets.

Wendy’s Assets.

The Debtors will offer for sale the Wendy’s Assets in accordance with these Bid Procedures through the Wendy’s Sale Transaction pursuant to an asset purchase agreement (the “**Wendy’s APA**”) of (a) all of the Debtors’ Wendy’s Assets; or (b) groups of restaurants representing an entire market in its entirety (each such bid, a “**Wendy’s Market Bid**”). For the avoidance of doubt, with respect to Wendy’s Market Bids, to the extent the Debtors do not receive Qualified Bids for all markets, the Debtors reserve the right to not consider Wendy’s Market Bids or otherwise proceed to an Auction or Sub-Auction for such bids. The Debtors reserve the right to not consider Qualified Bid(s) or to determine to not proceed to an Auction or Sale Hearing for such Qualified Bid(s), if the aggregate value of such Qualified Bid(s) does not exceed an amount necessary to, among other things, fund plan distributions, fund working capital, and secure the support of the Ad Hoc Priority/1L Lender Group. At this time, the Debtors believe such amount is \$400 million on account of the Wendy’s Assets.

WholeCo Assets.

The Debtors will offer for sale the WholeCo Assets, in accordance with these Bid Procedures, through the WholeCo Sale Transaction pursuant to a purchase agreement (the “**WholeCo Purchase Agreement**,” and together with the Pizza Hut APA, Wendy’s APA, and any Stalking Horse Agreement (as defined below), each an “**Purchase Agreement**”). **For the avoidance of doubt, any bidder who wishes to bid on the WholeCo Assets can but is not required to separately bid for the Pizza Hut Assets and Wendy’s Assets.**

Important Dates and Deadlines

Bid Deadline:

A Qualified Bidder (as defined in the Bid Procedures) that desires to make a bid shall deliver a written or electronic copy of its conforming bid so as to be received no later than (i) **November 10, 2020 at 5:00 p.m. (prevailing Central Time)** for bids on the Wendy's Assets (the "**Wendy's Bid Deadline**") (ii) **November 20, 2020 at 5:00 p.m. (prevailing Central Time)** for bids on the Pizza Hut Assets (the "**Pizza Hut Bid Deadline**"), and (iii) **November 20, 2020 at 5:00 p.m. (prevailing Central Time)** for bids on the WholeCo Assets (the "**WholeCo Bid Deadline**"). The Debtors may extend those deadlines for any reason whatsoever, in consultation with the Consultation Parties (as defined in the Pizza Hut Bid Procedures).

Selection of Stalking Horse Bidder(s):

The Debtors, in consultation with the Consultation Parties, may enter into one or more asset purchase agreements (each, a "**Stalking Horse Agreement**") with one or more stalking horse bidders (each, a "**Stalking Horse Bidder**") to establish a minimum bid at the Auctions. In the event the Debtors, in consultation with the Consultation Parties and with the consent of the Required Lenders, select a party to serve as Stalking Horse Bidder(s), upon such selection, the Debtors will seek Court approval of such Stalking Horse Bidder(s) and any bid protections.

Auctions:

With respect to each sale process, in the event that (a) the Debtors timely receive one or more Qualified Bids, or (b) a Stalking Horse Bidder is selected and the Debtors receive a Qualified Bid that the Debtors in their business judgment, in consultation with the Consultation Parties, determine to be the Initial Highest Bid, the Debtors shall conduct an Auction with respect to such Qualified Bids. With respect to the Pizza Hut Auction and Wendy's Auction, if one or more Qualified Bids exist for acquiring individual markets, regions or divisions, as applicable, then the Debtors may, in the exercise of their reasonable business judgment (in consultation with the Consultation Parties), first conduct an Auction for different subgroupings of the Pizza Hut Assets or Wendy's Assets, as applicable (each, a "**Sub-Auction**") that has at least one Qualified Bid pursuant to these Bidding Procedures; *provided* that in a sale of different subgroupings, the aggregate shall comprise all of the applicable Assets. The Debtors shall maintain a written transcript of an Auction or specific Sub-Auction and of all bids made and announced at an Auction or specific Sub-Auction, including all overbids, and the Reserve Bids (as defined below).

A Wendy's Auction if required, shall commence at **8:00 a.m. (prevailing Central Time) on November 18, 2020**. The Wendy's Auction will (unless the Debtors provide notice otherwise) be held electronically via video/telephone, or at such later time or other place as designated by the Debtors, in consultation with the Consultation Parties, or approved by order of the Court, and of which the Debtors will notify the Auction Participants.

A Pizza Hut Auction, if required, shall commence at **8:00 a.m. (prevailing Central Time) on November 30, 2020**. The Pizza Hut Auction will (unless the Debtors provide notice otherwise)

be held electronically via video/telephone, or at such later time or other place as designated by the Debtors, in consultation with the Consultation Parties, or approved by order of the Court, and of which the Debtors will notify the Auction Participants.

A WholeCo Auction, if required, shall commence at **8:00 a.m. (prevailing Central Time) on December 1, 2020**. The WholeCo Auction will (unless the Debtors provide notice otherwise) be held electronically via video/telephone, or at such later time or other place as designated by the Debtors, in consultation with the Consultation Parties, or approved by order of the Court, and of which the Debtors will notify the Auction Participants.

Assumption and Assignment of 365 Contracts:

The 365 Contracts proposed to be assumed or assumed and assigned to the Successful Bidder(s) or its designee in connection with the Sale Transactions will be identified in the Notice of Desired 365 Contracts.

Sale Objection Deadline:

Objections (the “**Sale Objections**”) to (i) consummation of a Sale Transaction, if any, (ii) the manner in which an Auction was conducted, (iii) the identity of a Successful Bidder or Back-up Bidder for the applicable Assets, (iv) the assumption and assignment of any applicable Assets, including any Desired 365 Contracts, (v) the Cure Amount (solely to the extent such objection is not subject to the applicable Cure Objection Deadline), and (vi) the ability of Successful Bidder(s) to provide adequate assurance of future performance to counterparties of Desired 365 Contracts, shall be filed with the Bankruptcy Court not later than (i) with respect to the Wendy’s Sale Transaction, **5:00 p.m. (prevailing Central Time) on November 25, 2020**; and (ii) with respect to the Pizza Hut Sale Transaction and the WholeCo Sale Transaction, **on or prior to the date of the Sale Hearing**. Any Objections not resolved prior to the Sale Hearing shall be argued at the Sale Hearing or such other time as set by the Bankruptcy Court.

Sale Hearing:

Unless the Debtors file and serve a revised notice, the Sale Hearing to approve the Sale Transaction(s) shall be held electronically via video/telephone before the Bankruptcy Court before the Honorable David R. Jones on **December 4, 2020 at 3:00 p.m. (prevailing Central Time)**. If you wish to participate telephonically, you must use the Bankruptcy Court’s teleconference system at **1-832-917-1510** and entering conference code **205691**. You may also join by videoconference by use of an internet connection, using the website **www.gotomeeting.com**, or by downloading the free GoToMeeting application. To connect, you should enter the meeting Code “**JudgeJones**” in the GoToMeeting app or click the link Judge Jones’ home page on the Southern District of Texas website. Once connected, click the settings icon in the upper right corner and enter your name under the personal information setting. At such hearing, the Debtors will seek the entry of an order of the Bankruptcy Court approving and authorizing the sale(s) to the Successful Bidder(s) at the Auction on the terms and conditions of the Successful Bid(s). The Successful Bidder(s) shall appear at the Sale Hearing and be prepared to testify in support of the Successful Bid(s) and the Successful Bidder(s)’ ability to close in a timely manner, including with respect to

demonstrating adequate assurance of future performance that may be required in connection with the assumption and assignment of executory contracts and unexpired leases.

The Sale Hearing may be adjourned or rescheduled as ordered by the Bankruptcy Court, or by the Debtors in consultation with the Consultation Parties, but without further notice to creditors and parties in interest other than by announcement by Debtors of the adjourned date at the Sale Hearing.

The Debtors' presentation to the Bankruptcy Court for approval of a Successful Bid(s) does not constitute the Debtors' acceptance of the Successful Bid(s). The Debtors shall be deemed to have accepted Successful Bid(s) only when the Successful Bid(s) has been approved by order of the Court.

Nothing herein will be deemed a waiver of any rights of the Debtors or any other parties in interest to contest any rights asserted by any person in such objections, and all such rights of the Debtors are expressly preserved.

Additional Information

Any party wishing to submit a bid should contact the Debtors' proposed investment bankers at the following: Greenhill & Co., LLC, 300 Park Avenue, New York, NY 10022 Attn: Neil A. Augustine (212-389-1539, neil.augustine@greenhill.com), Thomas McCarthy (212-389-1561, thomas.mccarthy@greenhill.com), and Nicholas Drayson (847-610-0210, nicholas.drayson@greenhill.com). Additionally, any party wishing to submit a bid for the Wendy's Assets should contact the lenders' quick service restaurant banker, The Cypress Group, 9800 Pyramid Ct., Englewood, CO 80112, Dean B. Zuccarello (303-680-4141, dzuccarello@cypressgroup.biz), in addition to the Debtors' proposed investment bankers.

Copies of the Motion, the Bid Procedures Order, and the Bid Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Epiq Corporate Restructuring, LLC, located at <https://dm.epiq11.com/case/npc/info>.

FAILURE TO ABIDE BY THE BID PROCEDURES, THE BID PROCEDURES ORDER, OR ANY OTHER ORDER OF THE BANKRUPTCY COURT IN THESE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID.

ANY PARTY WHO FAILS TO FILE WITH THE BANKRUPTCY COURT A SALE OBJECTION BY THE SALE OBJECTION DEADLINE MAY BE FOREVER BARRED FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY OBJECTION TO THE CONSUMMATION AND PERFORMANCE OF THE APPLICABLE SALE TRANSACTION CONTEMPLATED BY THE APPLICABLE PURCHASE AGREEMENT WITH A SUCCESSFUL BIDDER(S), INCLUDING THE TRANSFER OF THE DEBTORS' ASSETS TO THE SUCCESSFUL BIDDER(S), FREE AND CLEAR OF

ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES PURSUANT TO SECTIONS 363(f), 1123, AND 1129, AS APPLICABLE, OF THE BANKRUPTCY CODE.

Dated: [____], 2020
Houston, Texas

/s/ DRAFT

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez (15776275)

700 Louisiana Street, Suite 1700

Houston, Texas 77002

Telephone: (713) 546-5000

Facsimile: (713) 224-9511

Email: Alfredo.Perez@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP

Ray C. Schrock, P.C. (admitted *pro hac vice*)

Kevin Bostel (admitted *pro hac vice*)

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Attorneys for Debtors and Debtors in Possession

Exhibit 3

Initial Assumption and Assignment Notice

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

In re NPC INTERNATIONAL, INC., <i>et al.,</i> <p style="text-align: center;">Debtors.¹</p>	§ § § § § § §	Chapter 11 Case No. 20–33353 (DRJ) (Jointly Administered)
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**NOTICE OF CURE AMOUNTS AND POTENTIAL
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH SALE TRANSACTION**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 25, 2020, NPC International, Inc., and its debtor affiliates, in the above chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a motion (the “**Motion**”) seeking, among other things, entry of an order: (i) approving the proposed bid procedures (the “**Bid Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for sale of the Debtors’ [Pizza Hut restaurants/Wendy’s restaurants/WholeCo Assets] and related assets (collectively, the “[**Pizza Hut/Wendy’s/WholeCo**] **Assets**”) through a sales transaction (the “[**Pizza Hut/Wendy’s/WholeCo**] **Sale Transaction**”); (ii) scheduling an auction of the [Pizza Hut/Wendy’s/WholeCo] Assets (the “[**Pizza Hut/Wendy’s/WholeCo**] **Auction**”) and a hearing for the approval of the proposed [Pizza Hut/Wendy’s/WholeCo] Sale Transaction (the “**Sale Hearing**”); (iii) approving the form and manner of notice for sale of the [Pizza Hut/Wendy’s/WholeCo] Assets, the [Pizza Hut/Wendy’s/WholeCo] Auction, and the Sale Hearing; (iv) approving procedures for the assumption or assumption and assignment of executory contracts or unexpired leases (collectively, the “**365 Contracts**”), and the Debtors’ calculation of the amount necessary to cure any monetary defaults under such 365 Contracts (the “**Cure Amounts**”); (v) authorizing the [Pizza Hut/Wendy’s/WholeCo] Sale Transaction including, but not limited to, the assumption and assignment of the Desired 365 Contracts; and (vi) granting related relief.

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.

On [____], 2020, the Bankruptcy Court entered the *Order Establishing Bid Procedures Relating to the Sale of the Debtors' Assets* [Docket No. ____] (the “**Bid Procedures Order**”).²

You are receiving this notice (the “Cure Notice”) because you may be a Counterparty to an executory contract or unexpired lease of the Debtors that may be assumed and assigned to the Successful Bidder, or as otherwise contemplated in the Successful Bid (each, a “365 Contract”). Each of the 365 Contracts that may be assumed and assigned in connection with a Sale Transaction with a Successful Bidder and the Debtors’ calculation of the Cure Amounts with respect thereto are set forth on **Exhibit A** hereto.³ The Cure Amounts are the only amounts proposed to be paid upon the assumption and assignment of the 365 Contracts.

The inclusion of any contract or lease on **Exhibit A** shall not constitute or be deemed a determination or admission by the Debtors that such contract or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Notwithstanding the inclusion of any 365 Contract on Exhibit A, neither the Debtors nor any Successful Bidder(s) are obligated to assume or assume and assign any 365 Contract identified on Exhibit A. This Cure Notice is only advising parties of the Debtors’ proposed Cure Amounts should the 365 Contract be assumed or assumed and assigned. Subsequent notice will be provided if your 365 Contract is proposed to be assumed or assumed and assigned to a Successful Bidder. If you disagree with the proposed Cure Amounts, you must file an objection in accordance with the instructions below.

Objections

A. Cure Objections

Any objection to the potential assumption, assignment, or designation of a 365 Contract identified on **Exhibit A**, the subject of which objection is the Debtors’ proposed Cure Amounts, if any, must (i) be in writing, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (iii) state, with specificity, the legal and factual basis thereof, including, what Cure Amounts the objecting party believes are required, (iv) include any appropriate documentation in support thereof, (v) be filed with the Court by no later than **October 23, 2020 at 4:00 p.m. (prevailing Central Time)**, and (vi) served on (a) NPC International, Inc., 4200 W. 115th Street, Suite 200, Leawood, KS 66211 (**Attn:** Eric Koza (ekoza@alixpartners.com)); (b) counsel for the Debtors, Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 1700, Houston, Texas 77002 (**Attn:** Alfredo R. Pérez, Esq. (alfredo.perez@weil.com)) and Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10053 (**Attn:** Kevin Bostel, Esq. (kevin.bostel@weil.com) and Natasha Hwangpo, Esq. (natasha.hwangpo@weil.com)); (c) counsel for the Ad Hoc Priority/1L Group, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 (**Attn:** Scott J. Greenberg,

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, the Bid Procedures, and the Bid Procedures Order, as applicable.

³ The Cure Amounts are calculated as of [____], 2020.

Esq. (sgreenberg@gibsondunn.com) and Michael J. Cohen, Esq. (mcohen@gibsondunn.com) and Jackson Walker L.L.P., 1401 McKinney, Suite 1900, Houston, TX 77010 (Attn: Bruce J. Ruzinsky, Esq. (bruzinsky@jw.com)); (d) counsel for the Creditors' Committee, Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York 10178 (Attn: Eric R. Wilson, Esq. (ewilson@kelleydrye.com) and James R. Adams, Esq. (jadams@kelleydrye.com)); and (f) the United States Trustee for the Southern District of Texas, 515 Rusk, Suite 356, Houston, Texas 77002 (Attn: Hector Duran, Esq. (hector.duran.jr@usdoj.gov) (collectively, the "**Objection Notice Parties**").

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CURE OBJECTION, THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE AMOUNT TO CURE ANY DEFAULT UNDER THE APPLICABLE 365 CONTRACT. THE CURE AMOUNTS SET FORTH ON EXHIBIT A HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE 365 CONTRACT UNDER BANKRUPTCY CODE SECTION 365(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE 365 CONTRACT, OR ANY OTHER DOCUMENT, AND THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH 365 CONTRACT AGAINST THE DEBTORS, ANY SUCCESSFUL BIDDER, OR THE PROPERTY OF ANY OF THEM.

B. Adequate Assurance Objections

As stated, this notice does not indicate if your 365 Contract will be assumed, rejected, or assumed and assigned to a Successful Bidder. If your 365 Contract is proposed to be assumed or assumed and assigned, subsequent notice will be provided. **Any objection to adequate assurance are preserved and the procedures for such adequate assurance objections will be set forth in the subsequent notice.**

Sale Hearing

Cure Objections that cannot be resolved by the parties will be heard by the Bankruptcy Court on **December 4, 2020 at 3:00 p.m. (prevailing Central Time)** or as soon thereafter as counsel may be heard.

Additional Information

Copies of the Motion, the Bid Procedures Order, and the Bid Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Epiq Corporate Restructuring, LLC, located at <https://dm.epiq11.com/case/npc/info>.

Dated: [____], 2020
Houston, Texas

/s/ DRAFT

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez (15776275)

700 Louisiana Street, Suite 1700

Houston, Texas 77002

Telephone: (713) 546-5000

Facsimile: (713) 224-9511

Email: Alfredo.Perez@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP

Ray C. Schrock, P.C. (admitted *pro hac vice*)

Kevin Bostel (admitted *pro hac vice*)

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Kevin.Bostel@weil.com

Natasha.Hwangpo@weil.com

*Attorneys for Debtors and Debtors in
Possession*

Exhibit 4

Notice of Desired 365 Contracts

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

In re NPC INTERNATIONAL, INC., <i>et al.,</i> <p style="text-align: center;">Debtors.¹</p>	§ § § § § § §	Chapter 11 Case No. 20–33353 (DRJ) (Jointly Administered)
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**NOTICE OF DESIRED 365 CONTRACTS
THAT MAY BE ASSUMED OR ASSUMED AND ASSIGNED IN
CONNECTION WITH [PIZZA HUT/WENDY’S/WHOLECO] SALE TRANSACTION**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 25, 2020, NPC International, Inc., and its debtor affiliates, in the above chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a motion (the “**Motion**”) seeking, among other things, entry of an order: (i) approving the proposed bid procedures (the “**Bid Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for sale of the Debtors’ [Pizza Hut restaurants/Wendy’s restaurants/WholeCo Assets] and related assets (collectively, the “**[Pizza Hut/Wendy’s/WholeCo] Assets**”) through a sales transaction (the “**[Pizza Hut/Wendy’s/WholeCo] Sale Transaction**”); (ii) scheduling an auction of the [Pizza Hut/Wendy’s/WholeCo] Assets (the “**[Pizza Hut/Wendy’s/WholeCo] Auction**”) and a hearing for the approval of the proposed [Pizza Hut/Wendy’s/WholeCo] Sale Transaction (the “**Sale Hearing**”); (iii) approving the form and manner of notice for sale of the [Pizza Hut/Wendy’s/WholeCo] Assets, the [Pizza Hut/Wendy’s/WholeCo] Auction, and the Sale Hearing; (iv) approving procedures for the assumption or assumption and assignment of executory contracts or unexpired leases (collectively, the “**365 Contracts**”), and the Debtors’ calculation of the amount necessary to cure any monetary defaults under such 365 Contracts (the “**Cure Amounts**”); (v) authorizing the [Pizza Hut/Wendy’s/WholeCo] Sale Transaction including, but not limited to, the assumption and assignment of the Desired 365 Contracts; and (vi) granting related relief.

On [____], 2020, the Bankruptcy Court entered the *Order Establishing Bid Procedures Relating to the Sale of the Debtors’ Assets* [Docket No. ____] (the “**Bid Procedures Order**”).²

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 such terms in the Motion, the Bid Procedures, and the Bid Procedures Order, as applicable.

On [____], 2020, the Debtors filed the Cure Notice [Docket No. ____]. The Cure Notice provided procedures that Counterparties to 365 Contracts were required to follow regarding any objections to the Debtors' proposed Cure Amounts set forth in Exhibit A to the Cure Notice as stated as owed under each 365 Contract should their contracts be assumed or assumed and assigned. This notice (the "**Notice of Desired 365 Contracts**") is in addition to the Cure Notice.

You are receiving this Notice of Desired 365 Contracts because you may be a Counterparty to a 365 Contract of the Debtors that potentially could be assumed or assumed and assigned to a Successful Bidder in connection with a [Pizza Hut/Wendy's/WholeCo] Sale Transaction (a "Desired 365 Contract").

In accordance with the Assumption and Assignment Procedures and the Bid Procedures Order, the Debtors may, in connection with any [Pizza Hut/Wendy's/WholeCo] Sale Transaction with a Successful Bidder (as defined in the Bid Procedures), seek to assume or assume and assign to the Successful Bidder (or its designated affiliate assignee, if applicable) certain 365 Contracts of the Debtors.

Each of the 365 Contracts that may be assumed or assumed and assigned in connection with the [Pizza Hut/Wendy's/WholeCo] Sale Transaction with a Successful Bidder and the Debtors' calculation of the Cure Amounts with respect thereto are set forth in Exhibit A hereto.

The inclusion of any 365 Contract on Exhibit A does not constitute an admission that a particular 365 Contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such 365 Contract ultimately will be assumed or assumed and assigned. The assumption or assumption and assignment of a 365 Contract is subject to Bankruptcy Court approval. All rights of the Debtors with respect thereto are reserved.

Any time prior to the Contract Objection Deadline, the Debtors reserve the right, and are authorized but not directed, to: (a) add previously omitted Desired 365 Contracts as contracts to be assumed and assigned to a Successful Bidder in accordance with the definitive agreement for a [Pizza Hut/Wendy's/WholeCo] Sale Transaction; (b) remove a Desired 365 Contract from the Desired 365 Contract List that a Successful Bidder proposes be assumed and assigned to it in connection with a [Pizza Hut/Wendy's/WholeCo] Sale Transaction; or (c) modify the previously stated Cure Amount associated with any Desired 365 Contract.

Objections

Any objection with respect to the assumption and assignment of a Desired 365 Contract identified on Exhibit A, the Cure Amount (solely to the extent such objection is not subject to the Cure Objection Deadline in the Cure Notice), and/or the ability of Successful Bidder(s) to provide adequate assurance of future performance (a "**Contract Objection**") must: (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and Local Rules, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (iv) be filed with the Bankruptcy Court, via ECF, on or prior to (a) with respect to the Wendy's Sale Transaction, **5:00 p.m. (prevailing Central Time) on November 25, 2020**; and (b) with

respect to the Pizza Hut Sale Transaction and the WholeCo Sale Transaction, **on or prior to the Sale Hearing** (the “Contract Objection Deadline”).

IF NO CONTRACT OBJECTION IS TIMELY RECEIVED WITH RESPECT TO ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF A 365 CONTRACT: (I) THE COUNTERPARTY TO SUCH 365 CONTRACT SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION BY THE DEBTORS AND ASSIGNMENT TO SUCCESSFUL BIDDER OF THE 365 CONTRACT, AND BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO SUCH ASSUMPTION AND ASSIGNMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE CURE AMOUNT AND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY THE SUCCESSFUL BIDDER); (II) ANY AND ALL DEFAULTS UNDER THE 365 CONTRACT AND ANY AND ALL PECUNIARY LOSSES RELATED THERETO SHALL BE DEEMED CURED AND COMPENSATED PURSUANT TO BANKRUPTCY CODE SECTION 365(B)(1)(A) AND (B) UPON PAYMENT OF THE CURE AMOUNT SET FORTH IN THE NOTICE OF DESIRED 365 CONTRACTS FOR SUCH 365 CONTRACT; AND (III) THE CURE AMOUNT SET FORTH IN THE NOTICE OF DESIRED 365 CONTRACTS FOR SUCH 365 CONTRACT SHALL BE CONTROLLING, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SUCH 365 CONTRACT, OR ANY OTHER RELATED DOCUMENT, AND THE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE CURE AMOUNT AND SHALL BE FOREVER BARRED FROM ASSERTING ANY OTHER CLAIMS RELATED TO SUCH 365 CONTRACT AGAINST THE DEBTORS AND THEIR ESTATES OR THE SUCCESSFUL BIDDER, OR THE PROPERTY OF ANY OF THEM, THAT EXISTED PRIOR TO THE ENTRY OF THE ORDER RESOLVING THE CONTRACT OBJECTIONS AND THE ORDER APPROVING THE SALE.

Sale Hearing

The Sale Hearing to approve the [Pizza Hut/Wendy's/WholeCo] Sale Transaction shall be held electronically via video/telephone before the Bankruptcy Court before the Honorable David R. Jones on **December 4, 2020 at 3:00 p.m. (prevailing Central Time)**. If you wish to participate telephonically, you must use the Bankruptcy Court's teleconference system at **1-832-917-1510** and entering conference code **205691**. You may also join by videoconference by use of an internet connection, using the website **www.gotomeeting.com**, or by downloading the free GoToMeeting application. To connect, you should enter the meeting Code “**JudgeJones**” in the GoToMeeting app or click the link Judge Jones' home page on the Southern District of Texas website. Once connected, click the settings icon in the upper right corner and enter your name under the personal information setting. At such hearing, the Debtors will seek the entry of an order of the Bankruptcy Court approving and authorizing the Sale to the Successful Bidder on the terms and conditions of the Successful Bid. The Successful Bidder shall appear at the Sale Hearing and be prepared to testify in support of the Successful Bid and the Successful Bidder's ability to close in a timely manner, including with respect to demonstrating adequate assurance of future performance that may be required in connection with the assumption and assignment of 365 Contracts.

The Sale Hearing may be adjourned or rescheduled as ordered by the Bankruptcy Court, or by the Debtors in consultation with the Consultation Parties, but without further notice to creditors and parties in interest other than by announcement by Debtors of the adjourned date at the Pizza Hut Sale Hearing.

The Debtors' presentation to the Bankruptcy Court for approval of a Successful Bid does not constitute the Debtors' acceptance of the Successful Bid. The Debtors shall be deemed to have accepted a Successful Bid only when the Successful Bid has been approved by order of the Court.

Additional Information

Copies of the Motion, the Bid Procedures Order, and the Bid Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Epiq Corporate Restructuring, LLC, located at <https://dm.epiq11.com/case/npc/info>.

Dated: [____], 2020
Houston, Texas

/s/ DRAFT

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez (15776275)

700 Louisiana Street, Suite 1700

Houston, Texas 77002

Telephone: (713) 546-5000

Facsimile: (713) 224-9511

Email: Alfredo.Perez@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP

Ray C. Schrock, P.C. (admitted *pro hac vice*)

Kevin Bostel (admitted *pro hac vice*)

Natasha Hwangpo (admitted *pro hac vice*)

767 Fifth Avenue

New York, New York 10153

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Facsimile: (212) 310-8007

Email: Ray.Schrock@weil.com

Kevin.Bostel@weil.com

Natasha.Hwangpo@weil.com

Attorneys for Debtors and Debtors in Possession

Exhibit 5

Post-Auction Notice

**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)
	§	

NOTICE OF DESIGNATION OF SUCCESSFUL BID AND BACK-UP BID

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 25, 2020, NPC International, Inc., and its debtor affiliates, in the above chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a motion (the “**Motion**”) seeking, among other things, entry of an order: (i) approving the proposed bid procedures (the “**Bid Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for sale of the Debtors’ [Pizza Hut restaurants/Wendy’s restaurants/WholeCo Assets] and related assets (collectively, the “[**Pizza Hut/Wendy’s/WholeCo**] Assets”) through a sales transaction (the “[**Pizza Hut/Wendy’s/WholeCo**] Sale Transaction”); (ii) scheduling an auction of the Assets (the “[**Pizza Hut/Wendy’s/WholeCo**] Auction”) and a hearing for the approval of the proposed [Pizza Hut/Wendy’s/WholeCo] Sale Transaction (the “**Sale Hearing**”); (iii) approving the form and manner of notice for sale of the [Pizza Hut/Wendy’s/WholeCo] Assets, the [Pizza Hut/Wendy’s/WholeCo] Auction, and the Sale Hearing; (iv) approving procedures for the assumption or assumption and assignment of executory contracts or unexpired leases (collectively, the “**365 Contracts**”) and the Debtors’ calculation of the amount necessary to cure any monetary defaults under such 365 Contracts (the “**Cure Amounts**”); (v) authorizing the [Pizza Hut/Wendy’s/WholeCo] Sale Transaction including, but not limited to, the assumption and assignment of the Desired 365 Contracts; and (vi) granting related relief.

On [____], 2020, the Bankruptcy Court entered the *Order Establishing Bid Procedures Relating to the Sale of the Debtors’ Assets* [Docket No. ____] (the “**Bid Procedures Order**”).²

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 such terms in the Bid Procedures and the Bid Procedures Order, as applicable.

Pursuant to the Bid Procedures Order, (i) the deadline for submitting a Qualified Bid was [●], 2020 at 5:00 p.m. (prevailing Central Time) (the “[**Pizza Hut/Wendy’s/WholeCo**] **Bid Deadline**”) and (ii) in the event that (x) the Debtors timely received one or more Qualified Bids or (y) Stalking Horse Bidder(s) were selected and the Debtors receive a Qualifying Bid that the Debtors in their business judgment, in consultation with the Consultation Parties, determine to be the Initial Highest Bid, the Debtors would conduct the [Pizza Hut/Wendy’s/WholeCo] Auction to be held on [November/December] [●], 2020 at 8:00 a.m. (prevailing Central Time) (the “[**Pizza Hut/Wendy’s/WholeCo**] **Auction**”).

On [November/December] [●], 2020, the Debtors conducted the [Pizza Hut/Wendy’s/WholeCo] Auction in accordance with the Bid Procedures and certain rules distributed to Auction attendees prior to and at the [Pizza Hut/Wendy’s/WholeCo] Auction. At the [Pizza Hut/Wendy’s/WholeCo] Auction, the Debtors determined that the highest or best offer was submitted by [_____] (the “[**Successful Bidder**” and the Successful Bidder’s winning bid, the “[**Successful Bid**”) and the second highest or best offer was submitted by [_____] (the “[**Back-up Bidder**,” and the Back-up Bidder’s bid, the “[**Back-up Bid**”).

Exhibit A attached hereto is a copy of the final, fully-executed asset purchase agreement (the “[**APA**,” and the transaction contemplated thereby the “[**Pizza Hut/Wendy’s/WholeCo**] **Sale Transaction**”) between the Debtors and the Successful Bidder, containing the terms of the Successful Bid.

Important Dates and Deadlines

Sale Objection Deadline:

Objections (the “[**Objections**”) to consummation of the [Pizza Hut/Wendy’s/WholeCo] Sale Transaction, if any, shall be filed with the Bankruptcy Court [not later than **5:00 p.m. (prevailing Central Time) on November 25, 2020 / on or prior to the date of the Sale Hearing**]. Any Objections not resolved prior to the Sale Hearing shall be argued at the Sale Hearing or such other time as set by the Bankruptcy Court.

Sale Hearing:

The Sale Hearing to approve the [Pizza Hut/Wendy’s/WholeCo] Sale Transaction shall be held electronically via video/telephone before the Bankruptcy Court before the Honorable David R. Jones on **December 4, 2020 at 3:00 p.m. (prevailing Central Time)**. If you wish to participate telephonically, you must use the Bankruptcy Court’s teleconference system at **1-832-917-1510** and entering conference code **205691**. You may also join by videoconference by use of an internet connection, using the website **www.gotomeeting.com**, or by downloading the free GoToMeeting application. To connect, you should enter the meeting Code “[**JudgeJones**” in the GoToMeeting app or click the link Judge Jones’ home page on the Southern District of Texas website. Once connected, click the settings icon in the upper right corner and enter your name under the personal information setting. At such hearing, the Debtors will seek the entry of an order of the Bankruptcy Court approving and authorizing the sale(s) to the Successful Bidder(s) on the terms and conditions of the Successful Bid(s). The Successful Bidder(s) shall appear at the Sale Hearing and be

prepared to testify in support of the Successful Bid(s) and the Successful Bidder(s)' ability to close in a timely manner, including with respect to demonstrating adequate assurance of future performance that may be required in connection with the assumption and assignment of any 365 Contracts.

The Sale Hearing may be adjourned or rescheduled as ordered by the Bankruptcy Court, or by the Debtors in consultation with the Consultation Parties, but without further notice to creditors and parties in interest other than by announcement by Debtors of the adjourned date at the Sale Hearing.

The Debtors' presentation to the Bankruptcy Court for approval of a Successful Bid does not constitute the Debtors' acceptance of the Successful Bid. The Debtors shall be deemed to have accepted a Successful Bid only when the Successful Bid has been approved by order of the Court.

If the [Pizza Hut/Wendy's/WholeCo] Sale Transaction is not consummated with the Successful Bidder pursuant to the Successful Bid, the Debtors may designate the Back-up Bidder as the Successful Bidder and such Back-up Bidder's Back-up Bid as the Successful Bid upon the filing of a notice to such effect with the Court (the "**Back-up Bid Implementation Notice**"). The Debtors will serve the Back-up Bid Implementation Notice to each of the Sale Notice Parties, if so designated, and the Debtors will seek to consummate the [Pizza Hut/Wendy's/WholeCo] Sale Transaction pursuant to such Back-up Bid. As soon as practicable after the Debtors file the Back-up Bid Implementation Notice, the Debtors will file a motion with the Court seeking approval of assumption and assignment procedures for 365 Contracts in connection with such Back-up Bid.

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Additional Information

Copies of the Motion, the Bid Procedures Order, and the Bid Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Epiq Corporate Restructuring, LLC, located at <https://dm.epiq11.com/case/npc/info>.

Dated: [____], 2020
Houston, Texas

/s/ DRAFT
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