

**AMENDMENT TO LEASE AGREEMENT**

This Amendment to Lease Agreement ("**Amendment**") is dated as of \_\_\_\_\_, 2020 ("**Execution Date**"), by and between the following parties:

LANDLORD: \_\_\_\_\_ ("**Landlord**"); and

TENANT: NPC INTERNATIONAL, INC., a Kansas corporation ("**Tenant**").

PREMISES: Store #4843 located at 1355 SANTA FE DR DENVER, COLORADO 80204 ("**Premises**")

WHEREAS, Landlord and Tenant are parties to that certain Lease between the parties originally dated \_\_\_\_\_, as amended (and as further amended by this Amendment, the "**Lease**") for the Premises; and

WHEREAS, Tenant and/or its affiliates are debtors and debtors-in-possession in proceedings pending under Chapter 11 of Title 11 of the United States Code ("**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas ("**Bankruptcy Court**") which case(s) are being jointly administered in the Bankruptcy Court in Case No. 20-33353 ("**Chapter 11 Proceedings**");

WHEREAS, the Chapter 11 Proceedings were filed on July 1, 2020 (the "**Filing Date**"); and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to modify the rental payments, facilitate Tenant's ability to confirm and assume and assign the Lease under the Chapter 11 Proceedings, and make certain other modifications, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Except as modified herein, the Lease shall remain in full force and effect.
2. The parties hereby agree to amend the Lease as follows:
  - (a) **MODIFICATION:** The parties agree to modify the existing terms of the Lease as set forth on **Exhibit A**, attached hereto and made a part hereof.
3. Landlord hereby fully and forever releases, waives and forfeits any and all claims, demands, rights to enforce the Lease or any guaranty related thereto against Tenant and/or its affiliates, arising out of any existing default or failure to perform including, without limitation, for unpaid, delinquent or past due rents through and including the Execution Date.
4. Landlord and Tenant further agree as follows:
  - (a) This Amendment shall be deemed to be an unexpired lease of nonresidential real property entered into before the commencement of Tenant's Chapter 11 Proceedings; provided, however, that Tenant's execution of this Amendment is not, and shall not be construed as, an assumption of the Lease in the Chapter 11 Proceedings or an obligation of Tenant to assume the Lease in the Chapter 11 Proceedings.
  - (b) For the avoidance of doubt, all obligations under this Amendment shall be treated

as prepetition obligations and subject to all rights and defenses of Tenant as a debtor or debtor-in-possession in the Chapter 11 Proceedings, including all rights afforded to Tenant to assume, assume and assign, or reject the Lease under Section 365 of Title 11 of the Bankruptcy Code, and all such rights and remedies are preserved notwithstanding the entry into this Amendment.

- (c) Tenant and Landlord each warrant and represent to the other that neither has had any dealings with any broker, agent, or finder relating to this Amendment.
  - (d) The parties hereto represent and warrant to the other party that they have full right and authority to execute and perform its obligations under the Lease and that such persons are duly authorized to execute this Amendment on behalf of said party without further consent or approval. This Amendment constitutes the entire agreement of the parties and supersedes all prior agreements and understandings regarding the Lease, and may be modified only by a writing executed by both parties.
  - (e) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same Amendment. Signatures received via facsimile or electronic transmission shall be deemed to constitute an original signature. Execution and delivery of this Amendment by portable document format (PDF) or DocuSign of any party hereto shall constitute a valid and binding execution and delivery by such party, and any such document shall constitute enforceable original documents.
  - (f) Landlord warrants and represents that this Amendment does not require the consent of any third party including, but not limited to, any lender.
5. This Amendment's effectiveness is subject to a court order providing for the assumption of the Lease by Tenant in the Chapter 11 Proceedings (the date of such order, the "**Effective Date**"); *provided that*, notwithstanding the foregoing, the parties agree to abide by the terms of this Amendment between the Execution Date and either (i) the Effective Date, or (ii) the date of rejection of the Lease in the Chapter 11 Proceedings.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date above.

**LANDLORD:**

\_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

NPC INTERNATIONAL, INC., a Kansas corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**TERM:**

Notwithstanding anything in the Lease to the contrary, Landlord and Tenant acknowledge and agree that the current term of the Lease is hereby revised to expire on 7/31/2025 (the "**Revised Term**")

**ABATEMENT PERIOD:**

All amounts due or accruing through the Filing Date (including amounts previously deferred) under the Lease are abated and waived in their entirety.

**BASE RENT/MINIMUM RENT:**

Notwithstanding anything to contrary contained in the Lease, commencing on August 1, 2020, base/minimum rent for the remainder of the Revised Term shall be \$29,086.20 per annum, payable in equal monthly installments. Tenant shall recommence paying additional rent provided under the Lease, including CAM, taxes, insurance, and any additional charges.

**TERM OPTIONS:**

The parties acknowledge and agree that any existing provisions contained in the Lease concerning any Tenant option to extend the term of the Lease are hereby deleted and of no force and effect. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the option to extend the Revised Term of the Lease for up to three additional periods of three years each (the "**Option**" or "**Options**"). Each Option shall be deemed automatically exercised without further action by Landlord or Tenant unless Tenant shall give notice to Landlord at least ninety (90) days prior to the end of the Revised Term or current Option period stating that Tenant elects to not exercise such option.

Upon the commencement of each Option, all provisions of the Lease shall remain in effect, except for Options already exercised, and base/minimum rent. Base rent for each Option Period shall be as follows:

<u>Option</u>	<u>Years of Option Period</u>	<u>Monthly Base/Minimum Rent</u>
1	8/1/2025-7/31/2028	\$2,569.28
2	8/1/2028-7/31/2031	\$2,723.44
3	8/1/2031-7/31/2034	\$2,886.84