

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS (this "Assignment"), is made and executed effective as of April 19, 2017, by and between VALENTI MID-ATLANTIC REALTY, LLC, a Pennsylvania limited liability company ("Seller"), and NPC QUALITY BURGERS, INC., a Kansas corporation ("Purchaser").

WITNESSETH:

WHEREAS, the Seller's affiliate, VALENTI MID-ATLANTIC MANAGEMENT, LLC, a Pennsylvania limited liability company, and Purchaser entered into that certain Asset Purchase Agreement dated as of March 6, 2017 (the "Purchase Agreement"), pursuant to which the Seller agreed to sell to Purchaser and Purchaser agreed to purchase from the Seller certain assets of the Seller on the conditions and subject to the terms set forth in the Purchase Agreement for consideration in the amount and on the terms provided therein; and

WHEREAS, concurrently with the execution of this Assignment, the Seller and Purchaser are executing and delivering other instruments of assignment, conveyance, transfer and assumption to vest in Purchaser all of the Seller's rights, titles and interests in and to the Sale Assets (as defined in the Purchase Agreement) other than those being sold, assigned, transferred and assumed hereby.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the Purchase Agreement. This Assignment is entered into pursuant to and subject to the Purchase Agreement.

2. Assignment of Real Property Leases. Subject in each case to required consents of other parties to each Real Property Lease, the Seller hereby irrevocably assigns, transfers and delivers to Purchaser all of Seller's right, title, and interest in and to each Real Property Lease for the Leased Real Property identified in Schedule A hereto and the premises described therein (the "Premises") (including all of the Seller's right, title and interest in and to any prepaid rents that have been paid by the Seller under such Real Property Lease for any period after the date of this Assignment and any security deposits held by the lessor in connection with such Real Property Lease). Except as specifically set forth in the Purchase Agreement, Seller makes no express and **disclaims** all implied representations and warranties with respect to the Real Property Leases and this conveyance.

3. Assumption of Obligation. Subject in each case to required consents of other parties to each Real Property Lease, Purchaser hereby accepts this Assignment and agrees to assume and faithfully perform, pay and discharge when due all of the terms, covenants, liabilities, and obligations of the Seller arising after the Closing Date (excluding liabilities and obligations arising out of a breach by the Seller or a breach relating to or resulting from any act, error,

omission, condition, or circumstance existing or occurring at or prior to the Closing) under each Real Property Lease identified in Schedule A, subject to and in accordance with the Purchase Agreement.

4. Additional Actions. The Seller and Purchaser shall promptly execute, deliver, record or file any and all other releases, affidavits, waivers, notices, consents, estoppel certificates or other documents, and take any and all additional actions, which any party hereto may reasonably request in order to implement the provisions of this Assignment.

5. Effective Time. This Assignment shall become effective at the Effective Time.

6. Prorations. Rent and other charges due under each Real Property Lease shall be prorated to the Closing Date in accordance with the Purchase Agreement.

7. Vacation of Premises. The Seller shall vacate the premises relating to each Real Property Lease on or before the Closing Date.

8. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third Party Beneficiaries. This Assignment is for the sole and exclusive benefit of the Seller and Purchaser and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any Person other than the Seller, Purchaser and their respective successors and permitted assigns any rights, remedies or claims under, or by reason of, this Assignment or any term, covenant or condition hereof.

10. Amendment. This Assignment may only be amended or modified by a written instrument executed by the parties hereto.

11. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware exclusive of its choice of laws principles.

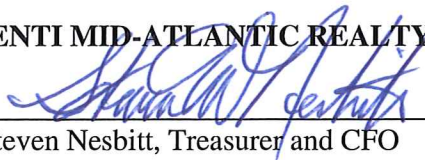
12. Counterparts and Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment may be made by electronic transmission. Any such counterpart or signature page sent by electronic transmission shall be deemed to be a written and signed original for all purposes, and a copy of this Assignment containing a signature page that has been delivered by electronic transmission shall constitute an enforceable original document. As used in this Assignment, the term "electronic transmission" means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient of the communication, and that may be directly reproduced in paper form by such a recipient through an automated process.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first above written.

SELLER:

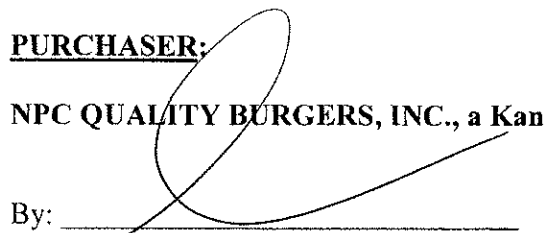
VALENTI MID-ATLANTIC REALTY, LLC, a Pennsylvania limited liability company

By:  _____
Steven Nesbitt, Treasurer and CFO

[signatures continue on following page]

PURCHASER:

NPC QUALITY BURGERS, INC., a Kansas corporation

By: 
Troy D. Cook,
Vice President, Treasurer and Secretary

SCHEDULE A

Leased Real Property

#0835 - PENN AVE. 00835 712 Penn Ave., West Reading, PA 19611

Amended and Restated Lease Agreement dated August 30, 2010 by Olp Pawendy L.P. and Valenti Mid-Atlantic Realty, LLC.