

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

In re:	)	Chapter 11
	)	
NPC INTERNATIONAL, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 20-33353 (DRJ)
	)	
	)	(Jointly Administered)
	)	
Debtors.	)	Re: Docket No. 781

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**PIZZA HUT, LLC’S OBJECTION TO THE DEBTORS’ CURE NOTICE**

Pizza Hut, LLC (“Pizza Hut”), by its undersigned attorneys, hereby files this objection (this “Objection”)<sup>2</sup> to certain of the proposed cure amounts identified in the Debtors’ *Notice of Cure Amounts and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale Transaction* [Docket No. 781] (the “Cure Notice”).<sup>3</sup> In support of this Objection, Pizza Hut respectfully states as follows:

**BACKGROUND**

1. On July 1, 2020 (the “Petition Date”), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), commencing jointly administered chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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<sup>1</sup> The debtors in the above-referenced chapter 11 cases (the “Debtors”), 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.

<sup>2</sup> Pizza Hut files this Objection primarily to preserve its rights and is actively working with Debtors’ counsel to reach a consensual resolution regarding certain agreements and cure amounts discussed herein.

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Cure Notice.

2. On October 9, 2020, the Debtors filed the Cure Notice. The Cure Notice sets forth the Debtors' calculations of various proposed cure amounts for executory contracts and unexpired leases that the Debtors may assume or assign in connection with a sale transaction. The Cure Notice includes at least 11 leases and approximately 133 franchise, licensing, and consent agreements between Pizza Hut or its affiliates<sup>4</sup> and certain of the Debtors.

**I. The Pizza Hut Lease Agreements**

3. The Cure Notice lists the following lease agreements between Pizza Hut and debtor NPC International, Inc. (collectively, the "Lease Agreements")<sup>5</sup>:

- a. that certain lease agreement dated February 3, 1999, for the Debtors' lease of nonresidential real estate at 33566 Highway 43 North, Thomasville, AL 36784;
- b. that certain lease agreement dated July 21, 1999, for the Debtors' lease of nonresidential real estate at 333 Flemingsburg Road, Morehead, KY 40351;
- c. that certain lease agreement dated December 8, 2008, for the Debtors' lease of nonresidential real estate at 127 W. Hinson Avenue, Haines City, FL 33844;
- d. that certain lease agreement dated December 8, 2008, for the Debtors' lease of nonresidential real estate at 712 Cypress Village Boulevard, Sun City Center, FL 33573;
- e. that certain lease agreement dated December 8, 2008 for the Debtors' lease of nonresidential real estate at 3600 State Avenue, Kansas City, KS 66102;
- f. that certain lease agreement dated January 19, 2009, for the Debtors' lease of nonresidential real estate at 3200 Colorado Boulevard, Denver, CO 80207;
- g. that certain lease agreement dated January 19, 2009, for the Debtors' lease of nonresidential real estate at 2300 South Federal Boulevard, Denver, CO 80219;

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<sup>4</sup> The specific Pizza Hut entities listed in Exhibit A to the Cure Notice are PHI, PHI LLC, Pizza Hut of America Inc., Pizza Hut Inc., Pizza Hut LLC, Yum! Brands Express, and Yum Restaurant Services Group, Inc.

<sup>5</sup> Because of their voluminous nature, the Lease Agreements are not attached to this Objection but are available upon request.

- h. that certain lease agreement for the Debtors' lease of nonresidential real estate at 2570 Overland Ave., Burley, ID 83318;
- i. that certain lease agreement for the Debtors' lease of nonresidential real estate at 710 N. 10th Ave., Caldwell, ID 83605;
- j. that certain lease agreement for the Debtors' lease of nonresidential real estate at 302 Oneida Street Rupert, ID 83350; and
- k. that certain lease agreement for the Debtors' lease of nonresidential real estate at 1275 SW 4th Ave., Ontario, OR 97914.

See Cure Notice, Ex. A, at 15.

## II. The Pizza Hut Agreements

4. In addition to the Lease Agreements, the Cure Notice includes the following franchise, consent, and license agreements between Pizza Hut or its affiliates and certain of the Debtors (collectively, the "PH Agreements"): <sup>6</sup>

- a. that certain Consent and Amendment Agreement, dated January 31, 2018 (the "CAA") between debtors NPC International, Inc., NPC Holdings, Inc., NPC International Holdings, Inc., NPC Restaurant Holdings LLC, NPC Restaurant Holdings I LLC, NPC Restaurant Holdings II LLC, and Pizza Hut, LLC;
- b. 27 location franchise agreements between debtor NPC International, Inc. and Pizza Hut, Inc.;
- c. 93 territory franchise agreements between debtor NPC International, Inc. and Pizza Hut, Inc.;
- d. three ancillary franchise agreements, including
  - i. one ancillary franchise agreement dated January 1, 2016 between debtor NPC International, Inc. and Pizza Hut, Inc.;
  - ii. one ancillary franchise agreement dated April 28, 2017 between debtor NPC International, Inc. and Pizza Hut, LLC;
  - iii. one ancillary franchise agreement dated March 16, 2018 between debtors NPC Restaurant Holdings LLC, NPC Restaurant Holdings I

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<sup>6</sup> Because of their voluminous nature, the PH Agreements are not attached to this Objection but are available upon request and entry into a non-disclosure agreement in a form reasonably acceptable to Pizza Hut.

LLC, NPC Restaurant Holdings II LLC, NPC Holdings, Inc., and Pizza Hut, LLC;

- e. six master license agreements, including:
  - i. three master license agreements dated November 18, 2019, between debtor NPC International, Inc. and Pizza Hut, Inc.;
  - ii. one master license agreement dated October 19, 2011, between debtor NPC International, Inc. and Pizza Hut, Inc.; and
  - iii. two master license agreements dated November 18, 2019, between debtor NPC International, Inc. and Yum! Brands Express;
- f. one franchise delivery mapping agreement dated September 10, 2012, between debtor NPC International, Inc. and Pizza Hut, Inc.;
- g. one corporate purchasing supervisor e-systems access authority agreement dated April 24, 2007, between debtor NPC International, Inc. and Yum Restaurant Services Group, Inc.; and
- h. one system data distribution agreement dated September 21, 2010, with debtor NPC International, Inc. and Yum Restaurant Services Group, Inc.

*See* Cure Notice, Ex. A, at 15, 16, 26.

### **III. Proposed Corrections to the Cure Notice**

5. Based on Pizza Hut's review, certain other existing, unexpired leases and contractual agreements between Pizza Hut and the Debtors, as reflected on Exhibit A hereto, are missing from the Cure Notice (the "Additional PH Agreements"). Pizza Hut hereby reserves the right to object to any proposed cure amounts subsequently set forth for those agreements by the Debtors prior to assumption or assignment. The Cure Notice also includes certain expired or duplicative agreements that Pizza Hut believes should be removed from the Cure Notice, as reflected on Exhibit B hereto.

#### IV. The Debtors' Proposed Cure Amounts

6. The Cure Notice proposes the following cure amounts for the Lease Agreements:

Contract Listed in Cure Notice	Lease Address	Proposed Cure Amount
2098 Hwy 43 North	33566 Highway 43 North, Thomasville, AL 36784	\$4,262
2961.1 Morehead Parking	333 Flemingsburg Road, Morehead, KY 40351	\$3
4615 Haines City	127 W. Hinson Avenue, Haines City, FL 33844	\$15,000
4654 Sun City	712 Cypress Village Boulevard, Sun City Center, FL 33573	\$18,243
4720 State Ave.	3600 State Avenue, Kansas City, KS 66102	\$9,000
4837 Martin Luther King Blvd.	3200 Colorado Boulevard, Denver, CO 80207	\$19,582
4845 Iliff Ave.	2300 South Federal Boulevard, Denver, CO 80219	\$10,827
2151 Burley	2570 Overland Ave., Burley, ID 83318	\$0
2152 Caldwell	710 N. 10th Ave., Caldwell, ID 83605	\$0
2176 Rupert	302 Oneida Street Rupert, ID 83350	\$0
2182 Ontario	1275 SW 4th Ave., Ontario, OR 97914	\$0
<b>Total Proposed Cure Amount</b>		<b>\$76,917</b>

See Cure Notice, Ex. A, at 15.

7. Additionally, the Cure Notice provides \$0 as the proposed cure amount for each of the various 133 PH Agreements. *See id.* at 15, 16, 26.

8. In total, the Cure Notice currently provides \$76,917 as Pizza Hut's total proposed cure amount (the "Total Proposed Cure Amount").

#### **OBJECTION**

9. The Total Proposed Cure Amount in the Cure Notice understates the actual amount due and owing by the Debtors to Pizza Hut under the Lease Agreements and the PH Agreements

as of the Petition Date. The actual prepetition cure amount owed to Pizza Hut is comprised of (a) \$83,233.42 in rent payable to Pizza Hut as of the Petition Date for Lease Agreements contained in the Cure Notice; and (b) \$10,074.03 in rent, royalties, and other fees payable to Pizza Hut as of the Petition Date for the Additional PH Agreements, missing from the Cure Notice and reflected on Exhibit A, for a total of \$93,307.45 (the “Liquidated Prepetition Cure Amount”). In addition to the Liquidation Prepetition Cure Amount, there are certain non-monetary defaults that must be cured and other unliquidated amounts that must be paid to Pizza Hut prior to assumption or assignment (the “Unliquidated Cure Amount,” and together with the Liquidated Prepetition Cure Amount, the “Total Prepetition Cure Amount”).

10. Section 365(b)(1) of the Bankruptcy Code provides in relevant part that:

If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . .;
- (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
- (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1)(A)-(C). Thus, to comply with section 365, the Debtors are required to cure *all* outstanding defaults, whether monetary or non-monetary, prior to assumption or assumption and assignment of any of the Lease Agreements or PH Agreements.

11. Because the Total Proposed Cure Amount understates the actual prepetition amounts owed to Pizza Hut, it fails to cure *all* existing defaults under the Lease Agreements and the PH Agreements. Therefore, Pizza Hut objects to certain inaccurately proposed cure amounts

and requests the following related revisions to the Cure Notice.

**I. Revised Cure Amounts – Lease Agreements**

12. The Total Proposed Cure Amount fails to account for all prepetition rent owed under two of the Lease Agreements in the Cure Notice, as emphasized in the chart below:

<b>Contract Listed in Cure Notice</b>	<b>Lease Address</b>	<b>Proposed Cure Amount</b>	<b>Amount Owed as of 7/1/20<sup>7</sup></b>
2098 Hwy 43 North	33566 Highway 43 North, Thomasville, AL 36784	\$4,262	\$4,261.65
2961.1 Morehead Parking	333 Flemingsburg Road, Morehead, KY 40351	\$3	\$3
4615 Haines City	127 W. Hinson Avenue, Haines City, FL 33844	\$15,000	<b><u>\$19,857.40</u></b>
4654 Sun City	712 Cypress Village Boulevard, Sun City Center, FL 33573	\$18,243	<b><u>\$19,702.62</u></b>
4720 State Ave.	3600 State Avenue, Kansas City, KS 66102	\$9,000	\$9,000
4837 Martin Luther King Blvd.	3200 Colorado Boulevard, Denver, CO 80207	\$19,582	\$19,582.20
4845 Iliff Ave.	2300 South Federal Boulevard, Denver, CO 80219	\$10,827	\$10,826.55
2151 Burley	2570 Overland Ave., Burley, ID 83318	\$0	\$0
2152 Caldwell	710 N. 10th Ave., Caldwell, ID 83605	\$0	\$0
2176 Rupert	302 Oneida Street Rupert, ID 83350	\$0	\$0
2182 Ontario	1275 SW 4th Ave., Ontario, OR 97914	\$0	\$0
<b>Total</b>		<b>\$76,917</b>	<b>\$83,233.42</b>

<sup>7</sup> Attached hereto as Exhibit C is a breakdown of the prepetition rent amounts currently due and owing to Pizza Hut under these 11 Lease Agreements listed in the Cure Notice.

13. Accordingly, Pizza Hut requests that the proposed cure amounts for these two Lease Agreements be revised in the Cure Notice as set forth above.<sup>8</sup>

## II. Revised Cure Amounts – PH Agreements

14. The Total Proposed Cure Amount also fails to take into account certain existing monetary and non-monetary defaults under the PH Agreements that must be cured by the Debtors prior to their assumption and assignment.

### A. Monetary Defaults

#### i. IPHFHA Late Fees

15. Certain of the Debtors and Pizza Hut are party to that certain *Pizza Hut Restaurant Closure Consent Agreement*, dated August 13, 2020 (the “CCA”). By section 3.1(a) of the CCA, certain of the Debtors agreed to pay Pizza Hut certain royalties that were “exclusive of Service Fees or Monthly Service Fees,” as defined in the applicable franchise agreements. CCA, at § 3.1(a). The CCA, including section 3.1(a), was approved by the Court as part of a Rule 9019 settlement between the Debtors and Pizza Hut. *See Order (I) Authorizing and Approving Settlement Agreement Between Debtors and Pizza Hut, LLC and (II) Granting Related Relief* [Docket No. 526].

16. As described in the *Limited Objection of International Pizza Hut Franchise Holders Association to Debtors’ Notice of Cure Amounts* [Docket No. 876], the Debtors currently owe at least \$36,729.53 in late fees to Pizza Hut through the International Pizza Hut Franchise Holders Association (“IPHFHA”) charged in connection with untimely-paid national advertising dues and digital innovation fees (the “IPHFHA Late Fees”) that were not included in the Debtors’

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<sup>8</sup> Notably, the above cure amounts do not include any amounts accruing on or after the Petition Date, which amounts must also be paid in order to cure existing defaults in accordance with the Bankruptcy Code. Therefore, Pizza Hut hereby reserves its rights to any amounts accruing on or after the Petition Date.

previous royalties payment.<sup>9</sup> Pizza Hut hereby joins IPHFHA in requesting that the proposed cure amounts for IPHFHA contracts in the Cure Notice be revised to include the IPHFHA Late Fees.

**ii. Unliquidated Monetary Amounts**

17. The Actual Prepetition Cure Amount does not reflect the additional unpaid amounts owed by the Debtors to Pizza Hut for amounts that have or will accrue either pre- or post-petition, or have been or will be invoiced before or after the Petition Date (“Unliquidated Monetary Amounts”). These Unliquidated Monetary Amounts must be cured before the Debtors can assume or assume and assign the related contracts. Pizza Hut hereby reserves its rights to receive payment in full of all Unliquidated Monetary Amounts that are currently due or may become due in connection with any assumption and/or assignment of any executory contracts or unexpired leases or otherwise.

18. The Unliquidated Monetary Amounts include any claims that Pizza Hut may have against the Debtors under the CAA’s indemnification provision, which states that the Debtors will, at their sole cost,

. . . at all times indemnify, defend, and hold Harmless [Pizza Hut] and the Franchisor Parties, against *all claims, losses, liabilities and costs* (as denominated below) *incurred in connection with any judicial, administrative or other action or proceeding* (including bankruptcy, insolvency, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry . . . or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to [the Debtors’] entry into [the CAA] . . .

As used above, the phrase “claims, losses, liabilities, and costs” includes all: . . . *court costs and expenses; reasonable attorneys’ and experts’ fees and disbursements* . . . All such losses and expenses incurred under this indemnification provision *will be chargeable to and paid by [the Debtors]* . . .

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<sup>9</sup> The Debtors currently owe \$27,625.35 in late fees for national advertising dues and \$9,104.18 in late fees for digital innovation dues, totaling \$36,729.53.

CAA, Ex. D, at (p) (emphasis added).

19. Thus, the Debtors are obligated to reimburse Pizza Hut for all pre-petition and post-petition Unliquidated Monetary Amounts prior to assumption and assignment of the CAA. This includes, but is not limited to: Pizza Hut’s prepetition and post-petition attorneys’ fees and costs; any actual liabilities, including any judgments, assessed against Pizza Hut in connection with the Debtors’ business; and all other indemnification-related costs. Pizza Hut hereby reserves the right to all Unliquidated Monetary Amounts to be paid by the Debtors prior to assumption or assignment of the CAA, which incorporates and amends each of the existing NPC franchise agreements.

**B. Non-Monetary Defaults**

20. During the prepetition period, the Debtors triggered multiple non-monetary defaults (the “Non-Monetary Defaults”) under the PH Agreements and the Additional PH Agreements (collectively, the “Agreements”), which must be cured by the Debtors prior to assuming and assigning these Agreements.<sup>10</sup> Pizza Hut hereby reserves its rights to object to the assumption and assignment of the Agreements if these Non-Monetary Defaults are not properly cured prior to the assumption date.

**RESERVATION OF RIGHTS**

21. Pizza Hut expressly reserves its rights to assert any additional defaults (monetary or non-monetary) under the Lease Agreements or the Agreements that may occur prior to the Debtors’ assumption or assignment. Pizza Hut also reserves its rights to modify, supplement,

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<sup>10</sup> The Debtors’ Non-Monetary Defaults include, but are not limited to: (a) failing to negotiate in good faith and execute certain of the NPC franchise agreements, pursuant to § 8(a) of the CAA; (b) failing to maintain sufficient capital as required by § 9(b) of the CAA; (c) exceeding the consolidated total debt to consolidated EBITDA ratio in violation of § 9(e) of the CAA; (d) failing to maintain distinct executive management personnel in the roles of chief executive officer and chief operating officer in violation of § 4 of the CAA; (e) failing to seek approval for replacements of the chief executive officer and chief operating officer within the 90 days following such individuals’ departures, pursuant to § 4(a) of the CAA; and (f) failing to maintain the underlying \$10 million letter of credit in violation of § 9(f) of the CAA.

and/or amend this Objection, or object to any other relief sought by the Debtors, as further information becomes available, including, without limitation, any additional amounts that may become due prior to the assumption date. Pizza Hut hereby reserves and retains all rights to assert post-assumption claims that may arise relating to pre-assumption events.

22. Pizza Hut further reserves its rights to object to the assumption, assumption and assignment, or designation of any agreements between the Debtors and Pizza Hut and to any assignees' proposed adequate assurance of future performance.

23. Nothing set forth herein shall constitute a waiver, discharge, or disallowance of any rights, claims, causes of action, and defenses that Pizza Hut has or may assert with respect to any claims, including administrative claims, against the Debtors.

*[Remainder of page intentionally left blank]*

WHEREFORE, Pizza Hut respectfully requests that the Court enter an order: (i) sustaining the Objection; (ii) revising the Total Proposed Cure Amounts for certain of the Lease Agreements as discussed herein; (iii) requiring payment of the Total Prepetition Cure Amount prior to assumption and assignment of the Agreements; (iv) directing the Debtors to cure the Non-Monetary Defaults prior to assumption and assignment of the Agreements; (v) authorizing the Debtors to pay the Unliquidated Monetary Amounts without further order of the Court, and (vi) granting such other and further relief as the Court deems just and proper.

Dated: October 30, 2020

Respectfully submitted,

By: /s/ Charles R. Gibbs

**MCDERMOTT WILL & EMERY LLP**

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*Counsel to Pizza Hut, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 30, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas and on the following parties via e-mail:

**Debtors**

NPC International, Inc.  
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**Counsel to the Debtors**

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**United States Trustee for the Southern District of Texas**

515 Rusk, Suite 356, Houston, TX 77002  
Attn: Hector Duran, Esq. (hector.duran.jr@usdoj.gov)

*/s/ Charles R. Gibbs*  
\_\_\_\_\_  
Charles R. Gibbs

**Exhibit A**

**Additional PH Agreements:  
PH Contracts to be Added to the Cure Notice**

PH Contracts to be Added to Cure Notice				
Category	Debtor Contract Signor	Contract Counterparty	Contract Description	Cure Amount
<b>Territory Franchise Agreements (“TFA”)</b>	NPC International, Inc.	Pizza Hut, Inc.	TFA #527	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #556	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #623	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #684B	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #1102	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #1103	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #1106	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #1111	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #1113A	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #1120	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	TFA #1210	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	LFA #1156A	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	LFA #1127A	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	LFA #1128A	\$0.00
<b>Lease Agreements</b>	NPC International, Inc.	Pizza Hut, Inc.	LFA #1211A	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	LFA #1212A	\$0.00
<b>Other</b>	NPC International, Inc.	Pizza Hut of America, Inc.	5005 Hinkleville Road, Paducah, KY	\$4,339.78
	NPC International, Inc.	Pizza Hut, LLC	QuikOrder Amended and Restated Online Ordering – April 28, 2017	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	QuikOrder Statement of Work – Support Tokenization	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	PH Traditional Pizza Hut Learning Management System Services Agreement	\$0.00
	NPC International, Inc.	KFC	Assignment of Franchise & Release (pertaining to 6/19/2001 Franchise Agreement)	\$2,698.47
	NPC International, Inc.	KFC	Transfer Agreement	\$0.00

PH Contracts to be Added to Cure Notice				
Category	Debtor Contract Signor	Contract Counterparty	Contract Description	Cure Amount
	NPC International, Inc.	KFC	Period Payor Amendment to KFC Franchise Agreement	\$0.00
	NPC International, Inc.	KFC	Address Amendment to KFC Franchise Agreement	\$0.00
	NPC International, Inc.	KFC	Acceleration Agreement, 2015 Amendment to KFC Franchise Agreement	\$0.00
	NPC International, Inc.	KFC	Advertising Agreement	\$0.00
	NPC International, Inc.	KFC	Control Person Addendum	\$0.00
	NPC International, Inc.	KFC	Upgrading Extension Letter Agreement	\$0.00
	NPC International, Inc.	KFC	National Council and Advertising Cooperative, Inc.	\$3,035.78
	NPC International, Inc.	Pizza Hut, LLC	WingStreet Development Authorization Agreement	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	Wingstreet Agreement dated December 25, 2007	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	Amendment to Franchise Agreement (a/k/a Partner Plan) dated April 18, 2016	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	Transformation Amendment to Franchise Agreement dated May 1, 2017	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	Letter Amendment to Transformation Amendment dated April 28, 2017	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	Forbearance Letter dated January 21, 2020 and amended March 3, 2020; April 2, 2020; and May 8, 2020	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	NPC/PHC Apply Pay Services Agreement	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	Side Letter Agreement for Participation in Late Night Initiatives – June 5, 2019	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	Satellite Location Agreement – January 14, 2011	\$0.00

PH Contracts to be Added to Cure Notice				
Category	Debtor Contract Signor	Contract Counterparty	Contract Description	Cure Amount
	NPC International, Inc.	Pizza Hut, LLC	Capital Redeployment Agreement – April 30, 2018	\$0.00
	NPC International, Inc.	Pizza Hut, LLC	Target/WingStreet Test Agreement (attachments to WingStreet Addendum) – September 30, 2005	\$0.00

**Exhibit B**

**PH Contracts to be Removed from the Cure Notice**

PH Contracts to be Removed from Cure Notice				
Category	Debtor Contract Signor	Contract Counterparty	Contract Description	Cure Amount
Franchise Agreements ("LFA")	NPC International, Inc.	Pizza Hut, Inc.	LFA #1156	\$0.00
	NPC International, Inc.	Pizza Hut, Inc.	LFA #1311	\$0.00
Master License Agreements	NPC International, Inc.	Yum! Brands Express	Master License Agreement – Fort Eustis, Building 671A, as amended or modified (dated 11-18-2019)	\$0.00
	NPC International, Inc.	PHI LLC	2151 Burley	\$0.00
	NPC International, Inc.	PHI LLC	2152 Caldwell	\$0.00
Lease Agreements	NPC International, Inc.	PHI LLC	2176 Rupert	\$0.00
	NPC International, Inc.	PHI LLC	2182 Ontario	\$0.00
Other	NPC International, Inc.	Yum Restaurant Services Group, Inc.	System data distribution agreement dated September 21, 2010	\$0.00
	NPC International, Inc.	Yum Restaurant Services Group, Inc.	Corporate purchasing supervisor e-systems access authority agreement dated April 24, 2007	\$0.00

**Exhibit C**

**Outstanding Rent Payments for Lease Agreements in Cure Notice  
Owed to Pizza Hut as of 7/1/20**

Outstanding Rent Payments Owed to Pizza Hut as of 7/1/20						
Contract in Cure Notice	Lease Address	Proposed Cure Amount	Outstanding Monthly Rent			Total Rent Owed as of 7/1/20
2098 Hwy 43 North	33566 Highway 43 North, Thomasville, AL 36784	\$4,262	4/1/2020	\$1,420.55		\$4,261.65
			5/1/2020	\$1,420.55		
			6/1/2020	\$1,420.55		
2961.1 Morehead Parking	333 Flemingsburg Road, Morehead, KY 40351	\$3	4/1/2020	\$1		\$3
			5/1/2020	\$1		
			6/1/2020	\$1		
4615 Haines City	127 W. Hinson Avenue, Haines City, FL 33844	\$15,000	3/1/2020	\$3,882.40		\$19,857.40
			4/1/2020	\$5,325		
			5/1/2020	\$5,325		
4654 Sun City	712 Cypress Village Boulevard, Sun City Center, FL 33573	\$18,243	6/1/2020	\$5,325		\$19,702.62
			4/1/2020	\$6,567.54		
			5/1/2020	\$6,567.54		
4720 State Ave.	3600 State Avenue, Kansas City KS 66102	\$9,000	4/1/2020	\$3,000		\$9,000
			5/1/2020	\$3,000		
			6/1/2020	\$3,000		
4837 Martin Luther King Blvd.	3200 Colorado Boulevard, Denver, CO 80207	\$19,582	4/1/2020	\$6,527.40		\$19,582.20
			5/1/2020	\$6,527.40		
			6/1/2020	\$6,527.40		
4845 Iliff Ave.	2300 South Federal Boulevard, Denver, CO 80219	\$10,827	4/1/2020	\$3,608.85		\$10,826.55
			5/1/2020	\$3,608.85		
			6/1/2020	\$3,608.85		
<b>Proposed Cure Amount</b>		<b>\$76,917</b>	<b>Actual Prepetition Cure Amount</b>			<b>\$83,233.42</b>