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**MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT**

After recording return to:

LandAmerica Financial Group, Inc.
7557 Rambler Rd., Suite 1200, L.B. 31
Dallas, TX 75231
ATTN: Ann Carlson

FROM

NPC INTERNATIONAL, INC.

**TAX ID NO. 48-0817298
ORGANIZATIONAL IDENTIFICATION NO. 3282580**

FOR THE BENEFIT OF

**THE CHASE MANHATTAN BANK
AS COLLATERAL AGENT**

TAX ID NO. 74-0800980

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ATTENTION: FILING OFFICER--THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED WITH RESPECT TO THE MORTGAGED PROPERTY LOCATED IN THE STATE OF KANSAS AND AS A FIXTURE FILING IN ALL STATES WHERE THE MORTGAGED PROPERTY IS LOCATED. ADDITIONALLY, THIS INSTRUMENT SHOULD BE APPROPRIATELY INDEXED, NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING AND FINANCING STATEMENT COVERING GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. THE MAILING ADDRESSES OF THE MORTGAGOR (DEBTOR) AND MORTGAGEE (SECURED PARTY) ARE SET FORTH IN THIS INSTRUMENT.

THE FINAL MATURITY DATES OF THE INDEBTEDNESS SECURED HEREBY ARE LISTED IN SECTION 2.03.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

STATE MS. - DE SOTO CO.
DEC 4 4 02 PM '01 *[Signature]*

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**MORTGAGE, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT**

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (hereinafter together with any and all amendments, supplements, or modifications of any kind referred to as the "Mortgage"), entered into as of August 31, 2001, by NPC INTERNATIONAL, INC., a corporation formed under the laws of the State of Kansas ("Mortgagor"), for the benefit of THE CHASE MANHATTAN BANK, a New York state banking association, as COLLATERAL AGENT for the Creditors whose address is 712 Main Street, Houston, Harris County, Texas 77002 ("Mortgagee").

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ENFORCEMENT OF THIS MORTGAGE IN MINNESOTA IS LIMITED TO A DEBT AMOUNT OF \$290,000,000 UNDER CHAPTER 287 OF MINNESOTA STATUTES.

This is a **FUTURE ADVANCE MORTGAGE**. The Secured Obligations include (a) a revolving line of credit to be made available by Mortgagee to Mortgagor under the Financing Documents, pursuant to which advances may be made, prepaid and reborrowed from time to time, and (b) all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee, due or to become due, and now existing or hereafter incurred, contracted or arising.

RECITALS

A. NPC MANAGEMENT, INC., a Delaware corporation ("Borrower"), the lenders parties thereto ("Lenders") and The Chase Manhattan Bank, as administrative agent for the Lenders ("Administrative Agent") entered into that certain Credit Agreement dated as of August 31, 2001 (as same may be amended, supplemented, modified, consolidated, rearranged and/or restated, the "Credit Agreement").

B. Borrower, Mortgagor and the initial Noteholders (as hereinafter defined) signatories thereto entered into that certain Note Agreement dated as of August 31, 2001 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Agreement").

C. The Noteholders, the Lenders, the Administrative Agent and the Collateral Agent (as hereinafter defined) entered into that certain Intercreditor and Collateral Agency Agreement, dated as of August 31, 2001 (as amended, restated, supplemented, or otherwise modified from time to time, the "Collateral Agency Agreement").

D. THEREFORE, in order to comply with the terms and conditions of the hereinafter defined Credit Facilities and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees with Mortgagee as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 Terms Defined Above. As used in this Mortgage, the terms defined in the opening paragraph and the recitals shall have the meanings assigned to them therein.

Section 1.02 Definitions. As used herein, the following terms shall have the following meanings:

"Applicable UCC" means the Uniform Commercial Code in effect in the State of New York from time to time; provided, that if by reason of mandatory provision of law, the creation, perfection, attachment, priority or enforcement of the security interest granted hereby is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "Applicable UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for the purposes of the provisions hereof related to such creation, perfection, attachment, priority or enforcement, and for the purposes of the definitions hereof related to such provisions.

"Bank Creditors" means Lenders, Administrative Agent, the Issuing Bank (as defined in the Credit Agreement), and any Lenders or any Lenders or affiliates of Lenders that are or to become parties to Hedging Agreements (as defined in the Credit Agreement).

"Buildings" means any and all buildings, covered garages, utility sheds, workrooms, air conditioning towers, open parking areas and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land or any part thereof.

"Catering" means National Catering Company, a corporation, organized under the laws of the State of Kansas, and its successors and assigns.

"Collateral Agent" has the meaning assigned to such term in the Collateral Agency Agreement.

"Credit Facilities" has the meaning assigned to such term in the Collateral Agency Agreement.

"Credit Party" has the meaning assigned to such term in Section 2.03.

"Creditors" means the Noteholders, Lenders and each financial institution, institutional investor or other entity that hereafter becomes a Noteholder or Bank Creditor in accordance with the Credit Facilities.

"Event of Default" has the meaning assigned to such term in Section 6.01.

"Financing Documents" has the meaning assigned to such term in the Collateral Agency Agreement.

"Fixtures" means all materials, supplies, equipment, apparatus and other items now or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings or the Land, including any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment gasoline pumps, water tanks, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, together with all accessions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof.

"Governmental Authority" means any government or political subdivision and any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"Governmental Requirements" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to Mortgagor or the Mortgaged Property, including the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof.

"Guaranty Agreement" means any of the Guaranties (as defined in the Collateral Agency Agreement).

"Holdings" means NPC Restaurant Holdings, Inc., a corporation, organized under the laws of the State of Delaware, and its successors and assigns.

"Impositions" means all real estate and personal property taxes; water, gas, sewer, electricity and other utility rates and charges; charges for any easement, license or agreement maintained for the benefit of the Mortgaged Property; and all other taxes, charges and assessments and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Mortgaged Property or the ownership, use, occupancy or enjoyment thereof.

"Indemnified Parties" has the meaning assigned to such term in Section 6.17.

"Land" means the real estate or interest therein described in Exhibit A attached hereto, and all rights, titles and interests appurtenant thereto.

"Lien" has the meaning assigned to such term in the Credit Agreement.

"Management" means NPC Management, Inc., a corporation, organized under the laws of the State of Delaware, and its successors and assigns.

"Mortgaged Property" means all of Mortgagor's rights, titles, interests and estates, now owned or hereafter acquired, in and to the Land, Buildings, Fixtures, and Personalty, together with:

- (i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in anywise appertaining thereto, and all rights, titles and interests of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof; and
- (ii) all betterments, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein; and
- (iii) all of Mortgagor's rights, titles and interests in and to any awards, remuneration, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Buildings, Fixtures or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or the Buildings;
- (iv) any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment, performance and discharge of any and all of the Secured Obligations;
- (v) all awards, payments and proceeds of conversion, whether voluntary or involuntary, of any of the Land, Buildings, Fixtures, Personalty or any of the property and rights described in the foregoing clauses (i) through (iv), including without limitation, all insurance, condemnation and tort claims, rent claims and other obligations dischargeable in cash or cash equivalent;
- (vi) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Buildings, the Fixtures or the Personalty or any part thereof or any interest therein or from the operation thereof; and
- (vii) all other property and rights of Mortgagor of every kind and character relating to and used or to be used in connection with the foregoing property, and all proceeds and products of any of the foregoing.

As used in this Mortgage, the term "Mortgaged Property" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above, and all or, where the context permits or requires, any interest therein.

"Noteholders" has the meaning assigned to such term in the Collateral Agency Agreement.

"Notes" has the meaning assigned to such term in Section 2.03.

"NPCLP" means NPC Restaurants LP, a limited partnership, organized under the laws of the State of Delaware, and its successors and assigns.

"Obligations" has the meaning assigned to such term in the Credit Agreement.

"Permitted Encumbrances" means (i) Liens permitted under the terms of each of the Credit Facilities, (ii) the outstanding Liens, easements, building lines, restrictions, security interests and other matters (if any) as reflected on Exhibit B attached hereto and (iii) the Liens and security interests created hereby and by any other Financing Document.

"Personalty" means all of the right, title and interest of Mortgagor in and to all (i) furniture, furnishings, equipment, machinery, goods, accounts, general intangibles (excluding any Pizza Hut intellectual property or property bearing any Pizza Hut trademark), money, insurance proceeds, contract rights, deposit accounts, instruments, option rights, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental agencies, boards, corporations, providers of utility services, public or private, including all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, (ii) rights of Mortgagor (but not its obligations) under any contracts and agreements, including, without limitation, construction contracts and architectural agreements, relating to the Land, the Buildings or the Fixtures, but excluding contract rights under any contract or agreement containing a prohibition against assignment of or the granting of a security interest in the rights of Mortgagor thereunder if the violation of such prohibition would cause a termination of such contract or agreement; (iii) permits, licenses, franchises (excluding the Pizza Hut Franchise Agreements, as defined in the Security Agreement), certificates, authorizations, consents, approvals and other rights and privileges obtained in connection with the Land, the Buildings or the Fixtures or the use or operation thereof; (iv) plans and specifications, designs, schematics, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Land, the Buildings or the Fixtures; and (v) and all other personal property (other than the Fixtures) of any kind or character as defined in and subject to the provisions of the Applicable UCC, which are now or hereafter located or to be located upon, within or about the Land and the Buildings, or which are or may be used in or related to the planning, development, financing or operation of the Mortgaged Property, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof.

"Post-Default Rate" shall mean, at any time, the greater of (i) the "Post-Default Rate" specified in the Credit Agreement or (ii) the "Default Rate" specified in the Note Agreement.

"Principal Balance" has the meaning assigned to such term in Section 6.02.

"Secured Obligations" has the meaning assigned to such term in Section 2.03.

"Security Agreement" shall mean that certain Security Agreement dated as of even date herewith between Collateral Agent and NPCLP, Holdings, SERESCO, Catering and Management.

"Security Document" has the meaning assigned to such term in the Collateral Agency Agreement.

"SERESCO" means Seattle Restaurant Equipment Company, Inc., a corporation, organized under the laws of the State of Washington, and its successors and assigns.

Section 1.03 Terminology. Unless expressly stated otherwise or the context requires otherwise:

- (a) references to Articles and Sections shall mean the corresponding Article or Section of this Mortgage;
- (b) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa, and the definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa;
- (c) the words "herein," "hereof," "hereunder," and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular Article or Section; and
- (d) the words "includes" or "including" means "including, without limitation".

ARTICLE 2

GRANT OF MORTGAGED PROPERTY, LIEN AND SECURITY INTEREST

Section 2.01 Grant of Lien. To secure the full and timely payment, performance and discharge of the Secured Obligations, Mortgagor hereby irrevocably GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS, MORTGAGES, WARRANTS, PLEDGES AND HYPOTHECATES unto Mortgagee whose address for notice hereunder is 720 West 20th Street, Pittsburg, Kansas 66762, WITH POWER OF SALE, to the extent permitted by applicable law, and right of entry and possession, for the use and benefit of Mortgagee, the real and personal property, rights, titles, interests and estates described in the Mortgaged Property, subject, however, to the Permitted Encumbrances, TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, forever, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, that if Mortgagor shall pay (or cause to be paid) the Secured Obligations (as defined in Section 2.03, including all future advances and other future indebtedness, obligations and liabilities included therein) as and when the same shall become due and payable and shall perform and discharge (or cause to be performed and discharged) the Secured Obligations on or before the date same are to be performed and discharged, then the Liens, security interests, estates and rights granted by this Mortgage shall terminate, otherwise same shall remain in full force and effect.

Section 2.02 Grant of Security Interest. This Mortgage shall be construed as a mortgage on real property and it shall also constitute and serve as a "Security Agreement" on personal property within the meaning of, and shall constitute a first and prior security interest under, the Applicable UCC with respect to the Personalty and Fixtures. To this end, Mortgagor

by these presents does GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER AND SET OVER, unto Mortgagee, security interest in all of Mortgagor's rights, titles and interests in, to and under the Personalty and Fixtures, to secure the full and timely payment, performance and discharge of the Secured Obligations.

Section 2.03 Obligations Secured. This Mortgage is executed and delivered by Mortgagor to secure and enforce the payment and performance of the following (the "Secured Obligations"):

(a) The Obligations, including, without limitation, (i) those certain Revolving Credit Notes (whether one or more) dated as of August 31, 2001, executed by the Borrower payable to the order of certain Lenders and being in the aggregate principal face amount of \$40,000,000 with final maturity on or before August 31, 2006, (ii) those certain Term A Notes (whether one or more) dated as of August 31, 2001, executed by the Borrower payable to the order of certain Lenders and being in the aggregate principal amount of \$140,000,000 with final maturity on or before August 31, 2007, (iii) those certain Term B Notes (whether one or more) dated as of August 31, 2001, executed by the Borrower payable to the order of certain Lenders and being in the aggregate principal amount of \$10,000,000 with final maturity on or before August 31, 2008 (such notes, as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part, being collectively hereafter called the "Lender Notes").

(b) Those certain 10.67% Senior Secured Guaranteed Notes (whether one or more) dated as of August 31, 2001, executed by the Borrower payable to the order of Noteholders, being in the aggregate principal amount of \$100,000,000 and due August 31, 2008, and all other notes given in substitution for the foregoing notes or in modification, renewal or extension thereof, in whole or in part and (such notes, as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part, being collectively hereafter called the "Senior Secured Notes", Lender Notes and the Senior Secured Notes, collectively the "Notes"). With respect to the counterparts of the Mortgage to be filed in the State of Kentucky, the Notes are more particularly described as to names and addresses of the holders, dates, amounts and final maturity dates in Schedule I which is attached to such and incorporated counterparts by reference.

(c) All other loans, advances, debts, liabilities and obligations under the Financing Statements, for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or such amounts are liquidated or determinable) owing by any of Borrower, Mortgagor or any Subsidiary, as defined in the Credit Agreement or Note Agreement (together with Borrower and Mortgagor, each a "Credit Party"), to the Collateral Agent and/or any Creditor, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, arising under this Mortgage or any other Financing Documents, including all principal, interest (including all interest which accrues after the commencement of any case or proceeding in bankruptcy after the insolvency of, or for

the reorganization of, any Credit Party, whether or not allowed in such proceedings), fees, charges, Breakage Costs (as defined in the Collateral Agency Agreement), Premium (as defined in the Collateral Agency Agreement), expenses, attorneys' fees and any other sums chargeable to any Credit Party under this Mortgage or any other Financing Document.

(d) Any sums which may be advanced or paid by Mortgagee or the Creditors under the terms hereof or of the Credit Facilities on account of the failure of Mortgagor to comply with the covenants of Mortgagor contained herein or in the Credit Facilities; and all other indebtedness of Mortgagor arising pursuant to the provisions of this Mortgage.

(e) Any and all of the covenants, warranties, representations and other obligations made or undertaken by Mortgagor or others to Mortgagee or others as set forth in the Financing Documents or any lease, sublease or other agreement pursuant to which Mortgagee is granted a possessory interest in the Land.

(f) Any and all judgments, decrees and/or awards obtained by the holders of the Notes, the Mortgage, the Credit Agreement, or such other writings as executed by the Mortgagor (it being the intention of the Mortgagor that any such judgment, decree or award shall not merge with or otherwise replace, impair or release the mortgage lien created by this Mortgage, except to the extent that such lien is properly foreclosed in connection with such judgment, decree or award).

(g) All indebtedness, obligations and liabilities of NPCLP, Holdings, Catering and SERESCO pursuant to any Guaranty Agreement executed by NPCLP, Holdings, Catering and SERESCO in favor of the Administrative Agent or the Noteholders, guaranteeing the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (including without imitation, the Lender Notes) and any indebtedness, obligations and liabilities under the Note Agreement (including, without limitation, the Senior Secured Notes).

(h) With respect to that portion of the Mortgaged Property located in (i) the State of Arkansas, THE PAYMENT OF ALL FUTURE AND ADDITIONAL INDEBTEDNESS, DIRECT OR INDIRECT, CREATED AFTER THE DATE OF THIS MORTGAGE, WHICH MAY BE OWING BY MORTGAGOR TO MORTGAGEE OR ANY CREDITOR AT ANY TIME PRIOR TO PAYMENT IN FULL (WITH INTEREST) OF THE SECURED OBLIGATIONS (SUCH ADDITIONAL INDEBTEDNESS TO BE SECURED HEREBY REGARDLESS OF WHETHER IT SHALL BE PREDICATED UPON FUTURE LOANS OR ADVANCES HEREAFTER MADE BY THE MORTGAGEE OR ANY CREDITOR OR OBLIGATIONS HEREAFTER ACQUIRED BY MORTGAGEE OR ANY CREDITOR THROUGH ASSIGNMENT, SUBROGATION OR OTHERWISE), AND IT IS AGREED THIS MORTGAGE SHALL STAND AS SECURITY FOR ALL SUCH FUTURE AND ADDITIONAL INDEBTEDNESS WHETHER IT BE INCURRED FOR ANY BUSINESS OR OTHER PURPOSE THAT WAS RELATED OR WHOLLY UNRELATED TO THE PURPOSES OF THE NOTES, OR WHETHER IT WAS INCURRED FOR SOME

PERSONAL OR NON-BUSINESS PURPOSE, FOR ANY OTHER PURPOSE RELATED OR UNRELATED, OR SIMILAR OR DISSIMILAR TO THE PURPOSE OF THE NOTES; (ii) the State of Indiana, pursuant to Indiana Code 32-8-11-9 and the State of South Carolina pursuant to South Carolina Code of Laws Section 29-3-50, all advances made by Mortgagee or any Creditor and all obligations of Mortgagor to Mortgagee or any Creditor under or pursuant to the Notes, this Mortgage, the Credit Facilities, the other Financing Documents or any other documents or instruments evidencing or securing the Secured Obligations that are made or incurred subsequent to the date of this Mortgage up to the maximum amount of \$400,000,000 and all future modifications, extensions and renewals of any indebtedness or Secured Obligations secured by this Mortgage; (iii) the State of Kentucky, (with reference to KRS 382.520) this Mortgage secures not only the initial advances under the Notes evidencing part of the Secured Obligations but also all future advances and all other additional indebtedness, whether direct, indirect, future, contingent or otherwise, connected with or arising out of the Financing Documents up to the maximum amount specified in Section 2.06(e) hereof, and to the extent that the indebtedness evidenced by the Notes evidencing the part of the Secured Obligations or any of the other Secured Obligations are deemed to be a "line of credit" pursuant to KRS 382.385, Mortgagor and Mortgagee intend that this Mortgage secure the line of credit and the maximum credit limit of the line of credit which may be outstanding at any time or times and which is to be secured by this Mortgage is the amount specified in Section 2.06(e) hereof; (iv) the State of Illinois, all other indebtedness of Mortgagor arising pursuant to the provisions of this Mortgage including, without limitation, all amounts owing in respect of future or further advances to the same extent as if such future advances were made on the date of execution of this Mortgage, and such future advances shall be considered obligatory advances and shall bear the same interest as that contained in the Notes and the parties intend that all advances, including future advances, shall be secured by this Mortgage; and (v) the State of Kansas, Mortgagor and Mortgagee intend that, in addition to the Secured Obligations, this Mortgage shall secure unpaid balances of future advances made after this Mortgage is delivered to the recorder for record and, in addition thereto, sums advanced to protect the Mortgaged Property or this Mortgage as permitted in K.S.A. 58-2336.

Section 2.04 No Obligation of Mortgagee. The assignment and security interest herein granted shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do same, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever.

Section 2.05 Fixture Filing. This Mortgage shall constitute a financing statement filed as a "fixture filing" for all purposes of the Applicable UCC. All or part of the Mortgaged Property and the goods are or are to become fixtures on the Land and this fixture filing covers all of the Mortgaged Property and goods that are or are to become affixed to or fixtures on the Land. Such Mortgaged Property and the goods are described by item and type in Section 1.02 and Section 2.05 hereof. Mortgagor is the record owner of the real estate or interests in the real estate comprised of the Mortgaged Property. Information concerning the security interest herein granted may be obtained at the addresses set forth on the signature page hereof. The addresses of

the Secured Party (Mortgagee) and of the Debtor (Mortgagor) are set forth on the signature page hereof. The tax identification number and the charter number of Debtor (Mortgagor) are set forth on the cover page hereof.

Section 2.06 Maximum Amount of Indebtedness.

(a) With respect to that portion of the Mortgaged Property located in the State of Louisiana, the maximum amount of the Secured Obligations that may be outstanding at any time and from time to time that this Mortgage secures is fixed at \$2,900,000, and the maximum amount which Mortgagee and the Creditors may suffer from a breach of any obligation, covenant, agreement, term or condition secured by this Mortgage (other than for the payment of money) is fixed at \$290,000,000.

(b) With respect to that portion of the Mortgaged Property located in the State of Minnesota, pursuant to Minnesota Statutes Section 507.325, the maximum amount of the line of credit which may be secured at any one time by this mortgage is \$290,000,000.

(c) With respect to that portion of the Mortgaged Property located in the State of Illinois, the maximum principal amount of indebtedness secured by this Mortgage at any one time, excluding advances made by the Mortgagee or the Creditors in protection of the Mortgaged Property or this Mortgage, shall be \$290,000,000.

(d) With respect to the portion of the Mortgaged Property located in the State of Kansas, the maximum principal amount of indebtedness secured by this Mortgage at any one time, excluding advances made by the Mortgagee or the Creditors in protection of the Mortgaged Property for this Mortgage shall be \$3,194,448.

(e) With respect to that portion of the Mortgaged Property located in the State of Kentucky, (i) pursuant to Kentucky Revised Statute 382.520, the maximum additional indebtedness secured by this Mortgage is \$100,000,000; and (ii) pursuant to Kentucky Revised Statute 382.385, the maximum principal amount of the line of credit secured by this Mortgage which may be outstanding at any time or times is \$40,000,000.

Section 2.07 Senior Indebtedness. This Mortgage secures credit in the aggregate amount of \$290,000,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

ARTICLE 3

WARRANTIES AND REPRESENTATIONS

Mortgagor hereby unconditionally warrants and represents to Mortgagee as follows:

Section 3.01 Title to Mortgaged Property and Lien of this Instrument. Mortgagor has good and defensible title to the Land (in fee simple, if the Lien created hereunder be on the fee, or a first and prior leasehold estate, if it be created on the leasehold estate) and Buildings, and

good and marketable title to the Fixtures and Personalty, free and clear of any Liens, charges, encumbrances, security interests and adverse claims whatsoever, except the Permitted Encumbrances. This Mortgage creates a valid and subsisting first Lien on the Land, the Buildings and the Fixtures and a valid and subsisting first security interest in and to the Personalty, all in accordance with the terms hereof.

Section 3.02 Taxes and Other Payments. Mortgagor has filed all federal, state, county, municipal and city income and other tax returns required to have been filed by it and has paid all taxes and other Impositions which have become due pursuant to such returns or pursuant to any assessments or charges received by it, and Mortgagor does not know of any basis for any additional assessment or charge in respect of any such taxes or other Impositions. Mortgagor has paid in full all sums owing or claimed for labor, material, supplies, personal property (whether or not forming a Fixture hereunder) and services of every kind and character used, furnished or installed in or on the Mortgaged Property that are due and owing and no claim for same exists or will be permitted to be created, except such claims that arise in the ordinary course of business and are not yet past due.

Section 3.03 Power to Create Lien and Security. Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a Lien and security interest in all of the Mortgaged Property in the manner and form herein provided and without obtaining the authorization, approval, consent or waiver of any mortgagor, lessor, sublessor, Governmental Authority or other party or parties whomsoever.

Section 3.04 Credit Facilities. Mortgagor has received a copy of and is fully familiar with the terms and provisions of each of the Credit Facilities. All representations and warranties made by Borrower in the Credit Facilities or any of the other Financing Documents (except to the extent that they are not applicable to Mortgagor or the Mortgaged Property) are incorporated herein by reference and are hereby made by Mortgagor as to itself and the Mortgaged Property as though such representations and warranties were set forth at length herein as the representations and warranties of Mortgagor.

Section 3.05 Responsible Party Transfer Law. The Mortgaged Property is not "property" for the purposes of Indiana Code 13-25-3.

ARTICLE 4

AFFIRMATIVE COVENANTS

Mortgagor hereby unconditionally covenants and agrees with Mortgagee as follows:

Section 4.01 Lien Status. Subject only to the Permitted Encumbrances, this Mortgage is, and always will be kept, a direct first Lien upon the Mortgaged Property. So long as any of the Obligations remain unpaid, Mortgagor will warrant and defend the title to the Mortgaged Property against the claims and demands of all other persons whomsoever and will maintain and preserve the Lien created hereby and will protect the priority status of the Lien and security interest of this Mortgage and will not place, or permit to be placed, or otherwise mortgage, hypothecate or encumber the Mortgaged Property with any other Lien or security interest of any

nature whatsoever (statutory, constitutional or contractual), other than Permitted Encumbrances, regardless of whether same is allegedly or expressly inferior to the Lien and security interest created by this Mortgage, and, if any such Lien or security interest is asserted against the Mortgaged Property, Mortgagor will promptly, at its own cost and expense, (a) pay the underlying claim in full (except for so long as being contested by Mortgagor in good faith) or take such other action so as to cause same to be released and (b) within twenty (20) days from the date such Lien or security interest is so asserted, give Mortgagee notice of such Lien or security interest. Such notice shall specify who is asserting such Lien or security interest and shall detail the origin and nature of the underlying claim giving rise to such asserted Lien or security interest.

Section 4.02 Payment of Impositions. Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions not later than the due date thereof, or the day any fine, penalty, interest or cost may be added thereto or imposed, or the day any Lien may be filed, for the nonpayment thereof (if such day is used to determine the due date of the respective item); provided, however, that Mortgagor may, if permitted by law and if such installment payment would not create or permit the filing of a Lien against the Mortgaged Property, pay the Impositions in installments whether or not interest shall accrue on the unpaid balance of such Impositions. Notwithstanding the foregoing, Mortgagor may withhold payment of any Imposition if, in each case, the validity or amount thereof is being contested in good faith by appropriate action or proceedings and Mortgagor has established adequate reserves in accordance with GAAP with respect thereto.

Section 4.03 Repair. Mortgagor will keep the Mortgaged Property in good order and condition in accordance with prudent industry practice and will make all repairs, replacements, renewals, additions, betterments, improvements and alterations thereof and thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, which are necessary or reasonably appropriate to keep same in such order and condition. Mortgagor will also use reasonable efforts to prevent any act or occurrence which might impair the value or usefulness of the Mortgaged Property for its intended usage.

Section 4.04 Insurance and Application of Insurance Proceeds. Mortgagor will obtain and maintain insurance upon and relating to the Mortgaged Property and apply any proceeds of insurance in accordance with Section 8.03(b) of the Credit Agreement, paragraph 5F of the Note Agreement and Section 2.6 of the Collateral Agency Agreement.

Section 4.05 Maintenance of Rights of Way, Easements, and Licenses. Mortgagor will maintain, preserve and renew all rights of way, easements, grants, privileges, licenses and franchises reasonably necessary for the use of the Mortgaged Property from time to time and will not, without the prior consent of Mortgagee (which consent shall not be unreasonably withheld or delayed), initiate, join in or consent to any private restrictive covenant or other public or private restriction as to the use of the Mortgaged Property. Mortgagor shall, however, comply with all restrictive covenants which may at any time affect the Mortgaged Property, zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

ARTICLE 5

NEGATIVE COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee that, until the entire Secured Obligations shall have been indefeasibly paid in full, fully performed and discharged:

Section 5.01 Use Violations. Mortgagor will not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which (a) violates any Governmental Requirement, (b) may be dangerous unless safeguarded as required by law, (c) constitutes a public or private nuisance or (d) makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto.

Section 5.02 Waste; Alterations. Mortgagor will not commit or permit any waste of the Mortgaged Property and will notify Mortgagee in writing of any alterations or additions to the Mortgaged Property of a material nature.

Section 5.03 Replacement of Fixtures and Personalty. Mortgagor will not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Buildings unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is replaced by an article of equal suitability and value, owned by Mortgagor, free and clear of any Lien or security interest.

Section 5.04 No Further Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, pledge, Lien (statutory, constitutional or contractual), security interest, encumbrance or charge on, or conditional sale or other title retention agreement, regardless of whether same are expressly subordinate to the Liens and security interests of this Mortgage, with respect to the Mortgaged Property, other than the Permitted Encumbrances.

ARTICLE 6

DEFAULT AND REMEDIES

Section 6.01 Event of Default. The term Event of Default under this Mortgage shall mean any Event of Default under the Credit Facilities, or the occurrence or happening, at any time and from time to time, of any one or more of the following:

(a) Title and Lien Priority: If title of Mortgagor to any or all of the Mortgaged Property or the status of this Mortgage as a first lien, subject only to the Permitted Encumbrances and security interest on the Mortgaged Property, shall be challenged or endangered by legal action by any party whatsoever, and Mortgagor shall fail to cure the same upon demand by Mortgagee.

(b) Foreclosure of Other Liens: If any other holder of any lien or security interest on the Mortgaged Property (without implying Mortgagee's consent to the existence, placing,

creating or permitting of any lien or security interest) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

(c) Sale, Lease or Other Transfer: Except as may be permitted under the Credit Facilities, any sale, lease, exchange, assignment, conveyance, transfer of possession or other disposition of the Mortgaged Property or any interest therein or any part thereof by Mortgagor other than in the ordinary course of the operation of the Mortgaged Property to any party whatsoever without the prior written consent of Mortgagee, and any proceeds of such sale shall constitute a trust fund for the benefit of Mortgagee.

(d) Change of Ownership: Any involuntary change in ownership of the Mortgaged Property, in whole or in part.

(e) With respect to the Mortgaged Property located in Kentucky, Mortgagor requests a release, in the manner provided by KRS 382.520, of any portion of the lien securing any of the additional indebtedness secured by this Mortgage prior to the date that all of the Secured Obligations have been paid and the Financing Documents have been terminated (notwithstanding the foregoing, Mortgagor hereby waives any and all right to request such a release to the maximum extent permitted by law).

(f) With respect to the Mortgaged Property located in Kentucky, Mortgagor requests a release, in the manner provided by KRS 382.385, of any portion of the lien securing the line of credit prior to the date that all of the Secured Obligations have been paid and the Financing Documents have been terminated (notwithstanding the foregoing, Mortgagor hereby waives any and all right to request such a release to the maximum extent permitted by law).

Section 6.02 Acceleration. Upon the occurrence of any Event of Default, in addition to any other rights, powers or remedies conferred herein, in the Financing Documents or by operation of law, the Lenders may declare the then unpaid principal balance of the Notes (the "Principal Balance"), the accrued interest and any other accrued, but unpaid portion of the Secured Obligations to be, and they shall thereupon forthwith become, immediately due and payable upon twenty (20) days' notice to the Mortgagor without any other presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Mortgagor.

Section 6.03 Foreclosure and Sale.

(a) To the extent permitted by applicable law, if an Event of Default shall occur and be continuing, Mortgagee shall have the right and option to proceed with foreclosure (judicial or nonjudicial) and to sell, to the extent and in the manner permitted by applicable law, all or any portion of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places, in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction and any such

notice shall designate the jurisdiction where such Mortgaged Property is to be sold. To the extent permitted by applicable law, in case of foreclosure Mortgagor shall pay to Mortgagee any deficiency between the net proceeds of sale and the Secured Obligations. In connection with any sale or disposition of any of the Mortgaged Property located in the State of Arkansas, Mortgagor agrees that a sale conducted pursuant to and in compliance with Act 53 of 1987, as amended, codified as Ark. Code Ann. § 18-50-101 *et seq.*, shall be deemed commercially reasonable. Notwithstanding the foregoing, with respect to any of the Mortgaged Property located in the State of Alabama, if an Event of Default shall occur, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, to sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Property to be sold, by publication in some newspaper published in the county or counties in which the land to be sold is located. If there is land to be sold in more than one county in the State of Alabama, publication shall be made in all counties where the land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. Such sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Any Creditor may bid at any such sale held under this Mortgage and, to the extent that the Mortgaged Property is located in the State of Alabama, may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Mortgaged Property located in the State of Alabama, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property located in the State of Alabama in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Secured Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein. Nothing contained in this Section 6.03(a) shall be construed so as to limit in any way Mortgagee's rights to sell the Mortgaged Property, *wherever located*, or any portion thereof, by private sale if, and to the extent that, such private sale is permitted under the laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Upon such Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices in Mortgagor's

stead ought to execute and deliver and do and perform any and all such acts and things in which Mortgagor's stead ought to do and perform under the covenants herein contained and generally, to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee, unless the Mortgaged Property is located in Alabama, in which case, to the extent permitted by applicable law, Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Mortgagee to have physically present, or to have constructive possession of, the Mortgaged Property (Mortgagor hereby covenanting and agreeing to deliver to Mortgagee any portion of the Mortgaged Property not actually or constructively possessed by Mortgagee immediately upon demand by Mortgagee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by Mortgagee shall contain a general warranty of title, binding upon Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including nonpayment and/or nonperformance of the Secured Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor Mortgagee hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of Mortgagee, or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, (including any statutory or common law right of redemption which is hereby waived to the extent allowed by applicable law), in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, any Creditor may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Secured Obligations held by it (in the order of priority set forth in Section 6.15 hereof) in lieu of cash payment.

(b) To the extent that the Mortgaged Property is located in the State of Oklahoma, the following special provisions shall apply to the enforcement of this Mortgage:

(i) The foreclosure and other remedial provisions of this Mortgage are subject to the applicable provisions of Oklahoma law.

(ii) Upon the occurrence of an Event of Default, prior to enforcing the remedies created hereby, notice shall be properly and duly posted as required by the laws of the State of Oklahoma, after which the Mortgaged Property may be sold at public auction for cash. Accordingly, Mortgagee, personally or by its agents or attorneys, shall have the right and power, with or without first taking possession, to declare the Secured Obligations due and payable, and to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as it may elect, the Mortgaged Property and all of Mortgagor's estate, right, title and interest, claim and demand therein and right of redemption thereof, all at such place or places and otherwise in such manner and upon such notice as may be required by Title 46 Okla. Stat. §§40-48 (Oklahoma Power of Sale Mortgage Foreclosure Act) or other applicable law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make such conveyance to the purchaser or purchasers. Mortgagee may postpone the sale of all or any portion of such property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and Mortgagee may make other successive sales until all of the Mortgaged Property is legally sold.

(iii) In lieu of or in addition to exercising any power of sale hereinabove given, Mortgagee (whether or not the notice provided for in Title 46 Okla. Stat. §44 has been given by Mortgagee, but after the time for cure therein provided if such notice has been given) may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or to enforce the payment of the Secured Obligations in accordance with the terms hereof and of the notes, guaranties, or other documents evidencing it, or for the enforcement of any other appropriate legal or equitable remedy. Should Mortgagee elect judicial foreclosure of this Mortgage in lieu of exercising the power of sale hereinabove granted, the Secured Obligations shall, at the election of Mortgagee, become immediately due and payable without notice. Appraisal of the Mortgaged Property is hereby waived, or not waived, at the option of Mortgagee, such option to be exercised at or prior to the time judgment is rendered in any judicial foreclosure hereof. In case of any sale by virtue of judicial proceedings, the Mortgaged Property may be sold in one parcel and as an entirety or in such parcels, manner or order as Mortgagee in its sole discretion may elect.

(iv) To the full extent that it may be lawfully so agreed, Mortgagor, for itself and for all who may claim under Mortgagor, agrees that Mortgagor will not at any time insist upon, plead, claim, or take the benefit or advantage of any stay, extension, or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Mortgage or the sale of the Mortgaged Property, or any part thereof, pursuant thereto or the possession thereof by any purchaser at any such sale, but Mortgagor, for itself and all who may claim under it, insofar as Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws.

(v) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(c) To the extent that the Mortgaged Property is located in the State of Louisiana, the following special provisions shall apply to this Mortgage:

(i) the written evidences of the Secured Obligations have not been paraphrased for identification with this Mortgage.

(ii) Mortgagee shall have the right to appoint a keeper of the Mortgaged Property pursuant to the terms and provisions of La. R.S. 9:5136 *et seq.*

(iii) Mortgagor acknowledges the Secure Obligations secured hereby, whether now existing or to arise hereafter, and confesses judgment thereon if not paid when due.

(iv) upon the occurrence of an Event of Default and at any time thereafter so long as the same shall be continuing, and in addition to all other rights and remedies granted Mortgagee hereunder, it shall be lawful for and Mortgagor hereby authorizes Mortgagee, without making a demand or putting Mortgagor in default, putting in default being expressly waived, to cause all and singular the Mortgaged Property to be seized and sold after due process of law, Mortgagor waiving the benefit of any and all laws or parts of laws relative to appraisalment of properties seized and sold under executory process or other legal process, and consenting that the Mortgaged Property may be sold without appraisalment, either in its entirety or in lots or parcels, as Mortgagee may determine to the highest bidder for cash or on such other terms as the plaintiff in such proceedings may direct.

(v) Mortgagor hereby waives (a) and the benefit of appraisalment provided for in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same, (b) the demand and three days' notice of demand as provided in Articles 2639 and 2721 of the Louisiana Code of Civil Procedure, (c) the Notice of Seizure provided by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure, and (d) the three days' delay provided in Articles 2331 and 2722 of the Louisiana Code of Civil Procedure.

(vi) the mailing address of each of the Mortgagor and Mortgagee is set forth on the signature page hereof, and the federal taxpayer identification number of each of Mortgagor and Mortgagee is set forth on the cover page hereto.

(vii) The acceptance of this Mortgage by Mortgagee is presumed and therefore this Mortgage has not been and need not be executed by Mortgagee.

(viii) This Mortgage is being executed by Mortgagor in authentic form, with Mortgagor executing this Mortgage in the presence of the undersigned duly commissioned Notary Public and the undersigned two competent witnesses.

(d) With respect to any portion of the Mortgaged Property located in the State of Mississippi, Mortgagor grants to Mortgagee, its successors, assigns and their agents, a power of sale. Any sale pursuant to such power of sale shall be made after having published notice of the day, time, place and terms of sale in a newspaper published in each county in which the Mortgaged Property is situated or, if none is so published, in some paper having a general circulation therein, for three consecutive weeks preceding the date of sale; and by posting one notice of such sale at the courthouse of each county in which the Mortgaged Property is situated for said period of time. Such notice shall disclose the name of the original Mortgagor or Mortgagors. The Mortgagee, its successors and assigns, shall have the full power to fix the day, time, place and terms of sale, and may appoint any one or more persons or entities as agent to perform any act or acts necessary or incident to any sale held by or on behalf of the Mortgagee, its successors and assigns, including the posting of notices and the conduct of the sale, but in the name, and on behalf, of the Mortgagee, its successors and assigns. In connection with the foregoing, Mortgagor waives the provisions of §89-1-55 of the Mississippi Code of 1972, recompiled and laws amendatory thereto, if any, insofar as said section restricts the right of the Mortgagee, its successors, assigns and their agents, to offer at sale more than 160 acres at one time, and the Mortgagee, its successors, assigns and their agents, may, in their discretion, offer the Mortgaged Property as a whole or in such part or parts as the Mortgagee, its successors and assigns, may deem desirable regardless of the manner in which it may be described. Any sale made by the Mortgagee, its successors, assigns and their agents, hereunder may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Mortgagor also waives the provisions of §89-1-59 of the Mississippi Code of 1972, recompiled and laws amendatory thereto, if any, insofar as said section allows the Mortgagor to reinstate an accelerated debt.

Section 6.04 Substitute Agents. Mortgagee or its successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of Mortgagee, his successor or substitute. If Mortgagee or its successor or substitute shall have given notice of sale hereunder, any successor or substitute mortgagee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute mortgagee conducting the sale.

Section 6.05 Judicial Foreclosure; Receivership. If any of the Secured Obligations shall become due and payable and shall not be promptly paid, Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction (upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the extent

required by law), or for the appointment of a receiver of the rents, issues, profits and revenues of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. To the extent that the Mortgaged Property is located in Minnesota, appointment of a receiver shall be pursuant to Minnesota Statutes Section 576.01. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from the date of making such advance by Mortgagee until paid at Post-Default Rate.

Section 6.06 Foreclosure for Installments. To the extent allowed by applicable law, Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Secured Obligations which have not been paid when due either through the courts or otherwise by non-judicial power of sale in satisfaction of the matured but unpaid portion of the Secured Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest due; such sale may be made subject to the unmatured portion of the Secured Obligations, and any such sale shall not in any manner affect the unmatured portion of the Secured Obligations, but as to such unmatured portion of the Secured Obligations this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Secured Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Secured Obligations without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Secured Obligations.

Section 6.07 Separate Sales. To the extent allowed by applicable law, the Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 6.08 Possession of Mortgaged Property. Mortgagor agrees to the full extent that it lawfully may, that, in case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, to the extent provided by applicable law, the Mortgagee or any Person designated by Mortgagee (as permitted by applicable law) shall have the right and power, but not the obligation, to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Mortgagee or any Person designated by Mortgagee (as permitted by applicable law) may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as the Mortgagee shall deem best or any Person designated by Mortgagee (as permitted by applicable law). If an Event of Default exists, in

addition to all other rights herein conferred on Mortgagee, Mortgagee or any Person designated by Mortgagee (as permitted by applicable law) may to the extent permitted by applicable law, but will not be obligated to, (1) enter upon the Land and take possession of any or all of the Mortgaged Property without being guilty of trespass or conversion, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; (2) collect, receive and receipt for all proceeds accruing from the operation and management of the Mortgaged Property; (3) make repairs and purchase needed additional property; (4) insure or reinsure the Mortgaged Property; (5) maintain and restore the Mortgaged Property; (6) prepare the Mortgaged Property for resale, lease or other disposition; (7) have furnished to the Mortgaged Property utilities and other materials and services used on or in connection with the Mortgaged Property; and (8) exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property. All costs, expenses and liabilities of every character incurred by Mortgagee in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from date of expenditure until paid at the Post-Default Rate, all of which shall constitute a portion of the Secured Obligations and shall be secured by this Mortgage and all other Security Documents (as defined in the Collateral Agency Agreement). Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney-in-fact to perform such acts and execute such documents after an Event of Default as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments. Regardless of any provision of this Mortgage or any Credit Facility, Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Mortgagor to Mortgagee, unless Mortgagee has given express written notice of Mortgagee's election of that remedy.

Section 6.09 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's representatives, successors or assigns or any other person claiming any interest in the Mortgaged Property by, through or under Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant and at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 6.10 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power and remedy herein given to Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC). Each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised

from time to time and so often and in such order as may be deemed expedient by Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

Section 6.11 No Release of Obligations. Neither Mortgagor nor any guarantor nor any other person hereafter obligated for payment of all or any part of the Secured Obligations shall be relieved of such obligation by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor, or any guarantor or any other person so obligated to foreclose the Lien of this Mortgage or to enforce any provision hereunder or under any Credit Facility; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor, any guarantor or such other person, and in such event Mortgagor, guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Secured Obligations and the complete fulfillment of all obligations hereunder or under the Credit Facilities.

Section 6.12 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien or security interest created in or evidenced by this Mortgage or its stature as a first and prior Lien and security interest in and to the Mortgaged Property, and without in any way releasing or diminishing the liability of any person or entity liable for the repayment of the Secured Obligations. For payment of the Secured Obligations, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

Section 6.13 Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by virtue of any present or future moratorium law or other law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment including, without limitation, all rights of redemption under the laws of the State of Arkansas, including particularly all rights of redemption under Ark. Code Ann. § 18-49-106; (b) all notices of any Event of Default or of Mortgagee's intention to accelerate maturity of the Secured Obligations or of Mortgagee's election to exercise or his actual exercise of any right, remedy or recourse provided for hereunder or under the Credit Facilities; (c) any right to a marshalling of assets or a sale in inverse order of alienation; and (d) any and all rights Mortgagor may have to a hearing before any Governmental Authority prior to the exercise by Mortgagee, if any, of its rights and remedies under the

Financing Documents and applicable law. If any law referred to in this Mortgage and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

To the extent that the Mortgaged Property is located in the State of Iowa, it is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such rights of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

To the extent that the Mortgaged Property is located in the State of Iowa, it is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) the real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or its successors in interest in such action. If the redemption period is so reduced, Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or document entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

Section 6.14 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Credit Facilities and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Secured Obligations, this Mortgage, the Credit Facilities, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Section 6.15 Application of Proceeds. After an occurrence of an Event of Default, the proceeds of any sale of and any other amounts generated by the holding, leasing, operating or other use of the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) to the extent that funds are so available therefrom in the order of priority specified in

Section 2.6 of the Collateral Agency Agreement, except to the extent otherwise required by applicable law.

Section 6.16 Uniform Commercial Code Remedies. Mortgagee shall have all the rights, remedies and recourses with respect to the Personalty and Fixtures afforded to it by the Applicable UCC in addition to, and not in limitation of, the other rights, remedies and recourses afforded by this Mortgage and the other Financing Documents including, to the extent permitted by applicable law, the right to sell it at public or private sale or otherwise dispose of, lease or use it, without regard to preservation of the Personalty and Fixtures or their value and without the necessity of a court order. At Mortgagee's request, Mortgagor shall assemble the Personalty and Fixtures and make them available to Mortgagee at any place designated by Mortgagee. To the extent permitted by law, Mortgagor expressly waives notice and any other formalities prescribed by law with respect to any sale or other disposition of the Personalty and Fixtures or exercise of any other right or remedy upon default. Mortgagor agrees that Mortgagee, to the extent permitted by applicable law, may, in its sole discretion, sell or dispose of both the Land and the Personalty and Fixtures in accordance with the rights and remedies granted under this Mortgage with respect to Land, and Mortgagor acknowledges that proceeding in such a manner would be commercially reasonable.

Section 6.17 INDEMNITY. IN CONNECTION WITH ANY ACTION TAKEN BY MORTGAGEE PURSUANT TO THIS MORTGAGE, MORTGAGEE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, ACCOUNTANTS AND EXPERTS ("INDEMNIFIED PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, NOR SHALL MORTGAGEE BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF MORTGAGOR. MORTGAGOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY; SHOULD MORTGAGEE MAKE ANY EXPENDITURE ON ACCOUNT OF ANY SUCH LIABILITY, LOSS OR DAMAGE, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES, SHALL BE A DEMAND OBLIGATION (WHICH OBLIGATION MORTGAGOR HEREBY EXPRESSLY PROMISES TO PAY) OWING BY MORTGAGOR TO MORTGAGEE AND SHALL BEAR INTEREST FROM THE DATE EXPENDED UNTIL PAID AT THE POST-DEFAULT RATE, SHALL BE A PART OF THE SECURED OBLIGATIONS AND SHALL BE SECURED BY THIS MORTGAGE AND ANY OTHER SECURITY DOCUMENT. MORTGAGOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF MORTGAGEE WITH RESPECT TO THE MORTGAGED PROPERTY TAKEN UNDER THIS MORTGAGE. THE LIABILITIES OF MORTGAGOR AS SET FORTH IN THIS SECTION 6.17 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

Section 6.18 Acknowledgement of Wavier of Hearing Before Sale. To the extent that the Mortgaged Property is located in the State of Minnesota, this Section 6.18 shall apply and Mortgagor understands and agrees that if an Event of Default shall occur, Mortgagee has the right, inter alia, to foreclose this Mortgage by advertisement pursuant to Minn. Stat. Chapter 580, as hereafter amended, or pursuant to any similar or replacement statute hereafter enacted; that if Mortgagee elects to foreclose by advertisement, it may cause the Mortgaged Property, or any part thereof, to be sold at public auction; that notice of such sale must be published for six (6) successive weeks at least once a week in a newspaper of general circulation and that no personal notice is required to be served upon Mortgagor. Mortgagor further understands that upon the occurrence of an Event of Default, Mortgagee may also elect its rights under the Applicable UCC and take possession of the Personalty and dispose of the same by sale or otherwise in one or more parcels provided that at least ten (10) days' prior notice of such disposition must be given, all as provided for by the Applicable UCC, as hereafter amended or by any similar or replacement statute hereafter enacted. Mortgagor further understands that under the Constitution of the United States and the Constitution of the State of Minnesota it may have the right to notice and hearing before the Mortgaged Property may be sold and that the procedure for foreclosure by advertisement described above does not insure that notice will be given to Mortgagor and neither said procedure for foreclosure by advertisement nor the Applicable UCC requires any hearing or other judicial proceeding. MORTGAGOR HEREBY EXPRESSLY CONSENTS AND AGREES THAT THE MORTGAGED PROPERTY MAY BE FORECLOSED BY ADVERTISEMENT AND THAT THE PERSONAL PROPERTY MAY BE DISPOSED OF PURSUANT TO THE APPLICABLE UCC, ALL AS DESCRIBED ABOVE. MORTGAGOR ACKNOWLEDGES THAT IT IS REPRESENTED BY LEGAL COUNSEL; THAT BEFORE SIGNING THIS DOCUMENT THIS SECTION AND MORTGAGOR'S CONSTITUTIONAL RIGHTS WERE FULLY EXPLAINED BY SUCH COUNSEL AND THAT MORTGAGOR UNDERSTANDS THE NATURE AND EXTENT OF THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER.

ARTICLE 7

CONDEMNATION

Section 7.01 General. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceeding for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagor may be the nominal party in such proceeding but Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation. If the Mortgaged Property is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Mortgagor by virtue of its interest in the Mortgaged Property shall be, and by these presents is, assigned, transferred and set over unto Mortgagee to be held by it, subject to the Lien and security interest of this Mortgage, and disbursed as follows:

(a) if (i) all of the Mortgaged Property is taken, (ii) so much of the Mortgaged Property is taken or the Mortgaged Property is so diminished in value that the remainder thereof cannot (in Mortgagee's reasonable judgment) continue to be operated profitably for the purpose for which it was being used immediately prior to such taking or diminution or (iii) an Event of Default shall have occurred, then in any such event the entirety of the sums so paid to Mortgagee shall be applied by it in the order recited in Section 7.02.

(b) if (i) only a portion of the Mortgaged Property is taken and the portion remaining can be (in Mortgagee's reasonable judgment), with rebuilding, restoration or repair, profitably operated for the purpose for which it was being used immediately prior to such taking or diminution, (ii) none of the other facts recited in Section 7.01(a) exists, (iii) Mortgagor shall deliver to Mortgagee plans and specifications for such rebuilding, restoration or repair acceptable to Mortgagee, which acceptance shall be evidenced by Mortgagee's written consent (which consent shall not be unreasonably withheld) thereto and (iv) Mortgagor shall thereafter commence the rebuilding, restoration or repair and complete same, all in accordance with the plans and specifications, then such sums received by Mortgagee shall be paid to Mortgagor for the rebuilding, restoration or repair; otherwise same shall be applied by Mortgagee in the order recited in Section 7.02.

Section 7.02 Application of Condemnation Proceeds. All proceeds received by Mortgagee with respect to a taking or a diminution in value of the Mortgaged Property shall be applied in the order of priority recited in Section 6.15; except to the extent that such proceeds are required under Section 7.01(b) to be applied to the rebuilding, restoration or repair of the Mortgaged Property.

ARTICLE 8

MISCELLANEOUS

Section 8.01 Instrument Construed as Mortgage, Etc. This Mortgage may be construed as a deed of trust, mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth.

Section 8.02 Performance at Mortgagor's Expense. The cost and expense of performing or complying with any and all of the Secured Obligations shall be borne solely by Mortgagor, and no portion of such cost and expense shall be, in any way or to any extent, credited against any installment on or portion of the Secured Obligations. Mortgagor hereby agrees to pay to Mortgagee on demand (i) all reasonable costs and expenses incurred by Mortgagee in connection with the preparation, negotiation, and execution of this Mortgage and the other Financing Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel in connection therewith, (ii) all reasonable costs and expenses incurred by Mortgagee in connection with the enforcement of this Mortgage or any other Financing Document, including, without limitation, the fees and expenses of legal counsel in connection therewith, and (iii) all other

reasonable costs and expenses incurred by Mortgagee in connection with this Mortgage or any other Financing Document, including, without limitation, all costs, expenses, taxes, assessments, filing fees, and other charges levied by any governmental authority or otherwise payable in respect of this Mortgage or any other Financing Document or in obtaining any insurance policy, audit or appraisal in respect of the Collateral.

Section 8.03 Survival of Obligations. Each and all of the Secured Obligations shall survive the execution and delivery of this Mortgage and shall continue in full force and effect until the Secured Obligations shall have been paid in full.

Section 8.04 Further Assurances. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record and/or file such further instruments, including financing statements, and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Mortgage and to subject to the Liens and security interests thereof any property intended by the terms hereof to be covered hereby, including any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Mortgaged Property.

Section 8.05 Notices. All notices or other communications required or permitted to be given pursuant to this Mortgage shall be in writing and shall be considered as properly given if given in the manner prescribed by Section 12.02 of the Credit Agreement or paragraph 12H of the Note Agreement, as applicable; provided that service of notice as required by the laws of any State in which portions of the Mortgaged Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice. For purposes of notice, the address of Mortgagee and Mortgagor shall be as set forth for each party on the signature page hereof; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth above.

Section 8.06 No Waiver. Any failure by Mortgagee to insist, or any election by Mortgagee not to insist, upon strict performance by Mortgagor of any of the terms, provisions or conditions of this Mortgage shall not be deemed to be a waiver of same or of any other terms, provision or condition hereof and Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by Mortgagor of any and all of such terms, provisions and conditions.

Section 8.07 Mortgagee's Right to Perform the Obligations. If Mortgagor shall fail, refuse or neglect to make any payment or perform any act required by this Mortgage, then at any time thereafter, and without notice to or demand upon Mortgagor and without waiving or releasing any other right, remedy or recourse Mortgagee may have because of same, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter upon or in the Land and Buildings for such purpose and to take all such action thereon and with respect to the Mortgaged Property as it may deem necessary or appropriate. Any expenses so incurred by Mortgagee and any money so paid by it shall be a demand obligation owing by Mortgagor to Mortgagee, and Mortgagee, upon making such payment, shall be subrogated to all of the rights of the Person

receiving such payment. Each amount due and owing by Mortgagor to Mortgagee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment or other occurrence which gives rise to such amount being owed to such Person until paid at the Post-Default Rate, and all such amounts together with such interest thereon shall be a part of the Secured Obligations. If Mortgagee shall elect to pay any Imposition or other sums due with reference to the Mortgaged Property, Mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate Governmental Authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by this Mortgage, Mortgagee shall not be bound to inquire into the validity of any apparent or threatened adverse title, Lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same.

Section 8.08 Covenants Running with the Land. All covenants, warranties, representations of, and undertakings by, Mortgagor to Mortgagee or the Lenders contained herein are intended by the parties to be, and shall be construed as, covenants running with the Land.

Section 8.09 Successors and Assigns. All of the terms hereof shall apply to, be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

Section 8.10 Severability. This Mortgage is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws and regulations of applicable Governmental Authorities and the provisions hereof are intended to be limited to the extent necessary that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any provision hereof or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Mortgage nor the application of such provision to other persons or circumstances shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 8.11 Entire Agreement and Modification. This Mortgage may not be amended, revised, waived, discharged, released or terminated orally, but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

Section 8.12 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in more than one county or parish, descriptions of only those portions of the Mortgaged Property located in the county or parish in which a particular counterpart is recorded shall be attached as Exhibit A thereto. An Exhibit A containing a description of all Mortgaged Property wheresoever situated will be attached to that certain counterpart to be attached to a Financing Statement and filed with the Secretary of State of Kansas in the Uniform Commercial Code Records. Each of

such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

Section 8.13 APPLICABLE LAW. THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS LAWS RELATING TO CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY OTHER JURISDICTION MANDATORILY GOVERN THE ATTACHMENT, CREATION, VALIDITY, PRIORITY, PERFECTION OR MANNER OR PROCEDURE FOR ENFORCEMENT OF THE LIENS OR SECURITY INTERESTS CREATED BY THIS MORTGAGE THEN TO SUCH EXTENT THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH OTHER JURISDICTION; PROVIDED, HOWEVER, ANY REMEDIES PROVIDED IN THIS MORTGAGE WHICH ARE VALID UNDER THE LAWS OF THE JURISDICTION WHERE PROCEEDINGS FOR THE ENFORCEMENT OF THIS MORTGAGE ARE TAKEN SHALL NOT BE AFFECTED BY ANY INVALIDITY UNDER THE LAWS OF THE STATE OF NEW YORK.

MORTGAGOR ACKNOWLEDGES THAT THE SECURED OBLIGATIONS WERE SOLICITED, NEGOTIATED, CLOSED IN THE STATE OF TEXAS AND FUNDED IN THE STATE OF TEXAS AND NEW YORK; AND THE BORROWER'S PRINCIPAL PLACE OF BUSINESS IS IN THE STATE OF DELAWARE. MORTGAGOR WAIVES ANY ARGUMENT THAT THE LAWS OF THE STATE OF ARKANSAS OR ANY OTHER STATE OTHER THAN THE STATE OF NEW YORK SHALL APPLY FOR USURY PURPOSES.

Section 8.14 No Partnership. Nothing contained herein is intended to, or shall be construed as, creating to any extent and in any manner whatsoever, any partnership, joint venture, or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

Section 8.15 Headings. The Article, Section and Subsection entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.16 Release of Mortgage. If all Secured Obligations secured hereby shall be indefeasibly paid in full and the Credit Facilities terminated, Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

Section 8.17 Limitation of Obligations with Respect to Mortgaged Property.

(i) Mortgagee shall have no duty or liability to protect or preserve any Mortgaged Property or to preserve rights pertaining thereto other than the duty to use reasonable care in the custody and preservation of any Mortgaged Property in its actual possession. Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any Mortgaged Property in its possession if such Mortgaged Property is accorded treatment substantially equal to that which Mortgagee accords its own like property. Mortgagee shall be relieved of all responsibility for any Mortgaged Property in

its possession upon surrendering it, or tendering surrender of it, to Mortgagor or to such other Person entitled thereto by law.

(ii) Nothing contained in this Mortgage shall be construed as requiring or obligating Mortgagee, and Mortgagee shall not be required, or obligated, to (i) make any demand, or make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim or notice or take any action, with respect to any Mortgaged Property or the monies due or to become due thereunder or in connection therewith, (ii) ascertain or take action with respect to calls, conversions, exchanges, maturities, tenders, offers or other matters relating to any Mortgaged Property, whether Mortgagee has or is deemed to have knowledge or notice thereof, (iii) take any necessary steps to preserve rights against any prior parties with respect to any Mortgaged Property, or (iv) notify Mortgagor or any other Person of any decline in the value of any Mortgaged Property.

Section 8.18 Exculpation Provisions. Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

Section 8.19 Acknowledgement of Receipt of Copies of Debt Instrument. To the extent that the Mortgaged Property is located in Iowa, any Mortgagor of such Mortgaged Property hereby acknowledges a receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby and other related agreements, documents and instruments.

Section 8.20 MODIFICATIONS. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MORTGAGE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS MORTGAGE MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS MORTGAGE ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN YOU AND MORTGAGEE. THE MODIFICATION OF ANY OTHER CREDIT AGREEMENT NOW IN EFFECT BETWEEN YOU AND MORTGAGEE, WHICH OCCURS AFTER RECEIPT BY YOU OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

[SIGNATURES BEGIN NEXT PAGE]

The laws of the State of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the Mortgaged Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT THAT THE MORTGAGED PROPERTY IS LOCATED IN THE STATE OF SOUTH CAROLINA OR ANY OTHER JURISDICTION WHICH PROVIDES RELIEF TO MORTGAGORS PURSUANT TO VALUATION AND/OR APPRAISAL LAWS, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY VALUATION AND/OR APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY AND ALL SECURED OBLIGATIONS ARE DUE AND PAYABLE IN FULL REGARDLESS OF SUCH APPRAISED VALUE.

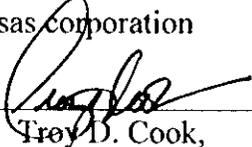
TO THE EXTENT THAT THE PROPERTY IS LOCATED IN THE STATE OF SOUTH DAKOTA, THE PARTIES AGREE THAT (i) THE PROVISIONS OF THE ONE HUNDRED EIGHTY DAY REDEMPTION MORTGAGE ACT GOVERN THIS MORTGAGE AND (ii) THIS MORTGAGE CONSTITUTES A COLLATERAL REAL ESTATE MORTGAGE PURSUANT TO SDCL 44-8-26.

WITNESS THE EXECUTION HEREOF, as a sealed instrument, as of the date first above written.

MORTGAGOR:

NPC INTERNATIONAL, INC.,
a Kansas corporation

By: _____


Troy D. Cook,
Sr. Vice President

Address of Mortgagor/Debtor:

NPC International, Inc.
720 West 20th Street
Pittsburg, Kansas 66762
Attn: Jim Villamaria

Address of Mortgagee/Secured Party:

The Chase Manhattan Bank
712 Main Street
Houston, Texas 77002
Tax ID No. 74-0800980
Attn: Valerie Sanger

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

AL:

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Troy D. Cook, whose name as Sr. Vice President of NPC International, Inc., a Kansas corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

AR:

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, appeared in person Troy D. Cook, being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally well known, who stated that he was the Sr. Vice President of NPC International, Inc., a Kansas corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated that he had so signed, executed and delivered said instrument for the purposes therein mentioned and set forth.

DE:

The foregoing instrument was acknowledged before me this 29th day of August, 2001, by Troy D. Cook, Sr. Vice President of NPC International, Inc., a Kansas corporation, on behalf of the corporation.

FL:

THE FOREGOING INSTRUMENT was acknowledged before me this 29th day of August, 2001, by Troy D. Cook, as Sr. Vice President of NPC International Inc., a Kansas corporation, who is personally known to me.

IL:

The foregoing instrument was acknowledged before me this 29th day of August, 2001 by Troy D. Cook of NPC International, Inc., a Kansas corporation, on behalf of the corporation.

IN:

Before me, a Notary Public in and for the State of Texas, personally appeared Troy D. Cook, the Sr. Vice President of NPC International, Inc., a Kansas corporation, who, having been duly sworn, acknowledged the execution of the foregoing instrument on behalf of said entity.

IA:

On this 29th day of August, 2001, before me, a Notary Public, in and for said county, personally appeared Troy D. Cook, to me personally known, who being by me duly sworn did say that that person is Sr. Vice President of NPC International, Inc., a Kansas corporation, and that said instrument was signed on behalf of the said corporation by authority of its board of

Acknowledgements -1

directors and the said Troy D. Cook acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

KS:

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, appeared in person Troy D. Cook, who stated that he was the Sr. Vice President of NPC International, Inc., a Kansas corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated that he had so signed, executed and delivered said instrument for the purposes therein mentioned and set forth.

KY:

The foregoing instrument was acknowledged before me this 29th day of August, 2001, by Troy D. Cook, as Sr. Vice President of NPC International, Inc., a Kansas corporation, on behalf of the corporation.

LA:

On this 29th day of August, 2001, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Troy D. Cook ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Sr. Vice President of the corporation and who acknowledged that Appearer executed the foregoing instrument as the Sr. Vice President of the corporation by authority of said corporation's Board of Directors on behalf of and as the free act and deed of said corporation.

MN:

This instrument was acknowledged before me on this 29th day of August, 2001 by Troy D. Cook, Sr. Vice President of NPC International, Inc., a Kansas corporation, on behalf of said corporation.

MS:

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of August, 2001, within my jurisdiction, the within named Troy D. Cook, who acknowledged that he is Sr. Vice President of NPC International, Inc., a Kansas corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

ND:

The foregoing instrument was acknowledged before me this 29th day of August, 2001 by Troy D. Cook as Sr. Vice President of NPC International, Inc., a Kansas corporation, on behalf of the corporation.

OK:

This instrument was acknowledged before me on this 29th day of August, 2001, by Troy D. Cook, as Sr. Vice President of NPC International, Inc., a Kansas corporation on behalf of said corporation.

SD:

On this the 29th day of August, 2001, before me, Denise R. Birdsall, the undersigned officer, personally appeared Troy D. Cook, who acknowledged himself to be the Sr. Vice President of NPC International, Inc., a Kansas corporation, and that he, as such Sr. Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President.

SC:

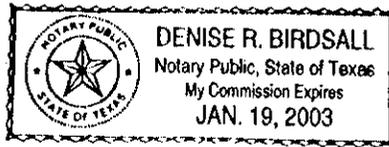
I Denise Birdsall, do hereby certify that Troy D. Cook, Sr. Vice President of NPC International, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 29th day of August, 2001.

In witness whereof, I hereunto set my hand and official seal.

Denise R. Birdsall
Notary Public for the State of Texas

My Commission Expires: 1-19-03



BK 142 | PG 0467

EXHIBIT A

**Store No. 1182
De Soto County, Mississippi**

**Lot 3, DeSoto Park Place Subdivision, Second Revision, Section 13, Township 1 South, Range 8 West,
in the City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 30,
Page 21, in the office of the Chancery Clerk of DeSoto County, Mississippi.**

EXHIBIT A

Store No. 1198
De Soto County, Mississippi

0.69 Acres being; a part of the Northwest Quarter of Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi, more particularly described as Beginning at the southeast corner of the Northwest Quarter of Section 18, Township 3 South, Range 7 West; thence North 60 feet to a point; thence West 3370.0 feet to a point in the North right of way of East Commerce Street (120 feet wide), said point being the southeast corner of Bryant Tire Service lot and the point of beginning of the following lot; thence North $5^{\circ}30'32''$ West 303.25 feet to the northeast corner of said Bryant lot; thence North $84^{\circ}29'28''$ East 100.0 feet to the northwest corner of the Church's Chicken lot; thence south $5^{\circ}30'32''$ East 300.78 feet to the southwest corner of said Church's Chicken lot and a point in the North right of way of East Commerce Street; thence West 100.0 feet along a curve in said right of way, said curve having a Δ angle of $0^{\circ}20'51''$, a radius of 11,519.16 feet and a chord of 100.0 feet to the point of beginning and containing 0.69 acres, more or less. All bearings are true North.

EXHIBIT A

**Store No. 1739
De Soto County, Mississippi**

Lot 59, Section D, Goodman 51 Commercial & Industrial Park Subdivision, in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 53, Page 45, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

EXHIBIT A

STORE # 4028
DeSoto Co., MS

TRACT I

Beginning at a point on the present Westerly Right of Way line of Miss. Hwy 305 that is 150 feet Westerly of and perpendicular to the centerline of said highway at Station 70 + 79.75 from said point of beginning; run thence Southerly along said Right of Way line, a distance of 65.8 feet to the North Right of Way line of a proposed street; thence South 89 degrees 00 minutes East along said North Right of Way line, a distance of 90.0 feet; thence Northerly along a line that is parallel with and 60 feet Westerly of the centerline of said highway, a distance of 66.5 feet; thence North 89 degrees 27 minutes 30 seconds West, a distance of 90.0 feet to the point of beginning, containing 0.14 acres, more or less, and being situated in the Southeast 1/4 of Section 33, Township 1 South, Range 6 West, Desoto County, Mississippi.

TRACT II

Commencing at the southeast corner of Section 33, T1S; R6W; thence west 150.0 feet along the section line to a point on the west right of way of Miss. Highway no. 305; thence north 1 deg. 54' west 618.0 feet along said right of way to the point of beginning of the tract herein described; Thence North 1 deg. 54' east 67.25 feet to a point; Thence North 88 deg. 08' east 89.40 feet to a point; Thence North 2 deg. 45' west 37.71 feet to a point; Thence South 88 deg. 08' west 257.13 feet to a point; Thence South 1 deg. 54' east 105.0 feet to a point; Thence North 88 deg. 08' east 167.90 feet to the point of beginning. All lying in the southeast quarter (1/4) of Section 33; Township 1 South, Range 6 West; and containing 0.48 acres, and as per plat thereof recorded in Plat Book 35, Page 39, Chancery Clerk's office, Desoto County, MS, more particularly described as Lot No. 1 of the Mid South Center Subdivision.

EXHIBIT B**PERMITTED ENCUMBRANCES**Store #1182

No Permitted Encumbrances.

Store #1198

1. The protective covenants, building setback lines, utility easements and other restrictions as shown upon or contained in instrument filed of record in the office of the DeSoto County Chancery Clerk, and recorded in said office in Plat Book 53, Page 45.
2. That certain easement to DeSoto Natural Gas District recorded in Plat Book 53 at Page 45 in the records aforesaid.

Store #1739

1. The protective covenants, building setback lines, utility easements and other restrictions as shown upon or contained in instrument filed of record in the office of the DeSoto Chancery Clerk, and recorded in said office in Plat Book 30 at Page 21.

Store #4028

1. The protective covenants, building setback lines, utility easements and other restrictions as shown upon or contained in instrument filed of record in the office of the DeSoto County Chancery Clerk, and recorded in said office in Plat Book 35 at Page 39. (Tract II)
2. Restrictions in favor of the State Highway Commission of Mississippi by virtue of that certain Quitclaim Deed dated July 3, 1990, filed August 21, 1990 at 8:49 a.m. and recorded in Book 228 at Page 361 of the records aforesaid. (Tract I)
3. That certain Access and Parking Easement dated March 9, 1990, filed March 29, 1990 at 11:19 a.m. in Book 224 at Page 131 of the records aforesaid. (Tract II)