

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. 1	DATE 8/11/10
	TO LEASE NO GS-04B-59163	PAGE 1 of 2

ADDRESS OF PREMISES      2002 Papa John's  
 Louisville, KY 40299-2367

THIS AGREEMENT, made and entered into this date by and between      Papa John's USA, Inc.  
 whose address is      2002 Papa John's  
 Louisville, KY 40299-2367

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 27, 2010, as follows:

This Supplemental Lease Agreement serves as the Lessor's *Partial Notice to Proceed (PNTP)*, upon execution by both parties, for the construction of 1) Tenant Improvements in the space leased by the Government at the above listed address and 2) Government portion for construction of a parking structure in Louisville, Kentucky. The total bid amount of, \$1,107,498.25, of which the Lessor is authorized to expend \$1,055,100.00 ONLY until further notice, for said Tenant Improvements and Parking Structure modifications, which shall be completed in accordance with the specifications set forth in the following documents:

1. Construction Drawings dated 05-07-10, with authorized revisions
2. US Government Lease GS-04B-59163
3. US Government Solicitation for Offer, 9KY2028, including any Amendment(s)
4. Initial TI Bid Proposal submitted by Schaefer Construction, final approved by Papa John's USA, Inc on July 27, 2010.
5. Initial Parking Structure Proposal submitted by Kelley Construction Inc., final approved by Papa John's USA, Inc on July 27, 2010.
6. Items stated on the CSI format sheet, Uniformat II - GSA revised version (July 22, 2002) level 4 and/or level 5

The Government hereby agrees to reimburse the Lessor for the construction of tenant improvements and parking structure modifications in the amount of \$1,055,100.00, of which \$305,100.00 will be amortized over 60 months at 8.0% interest payable monthly in arrears as a component of total rent and the remaining \$750,000.00 will be paid in a lump-sum payment after completion of the work and acceptance by the Government.

In accordance with the SF-2, the Lessor shall complete all work within <sup>90</sup>~~60~~ days of receiving the Notice To Proceed from the Government.

All other terms and conditions of the Lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Papa John's USA, Inc. BY <u>[Signature]</u> (Signature)	<u>DON GRAHAM</u> <u>VP DEVELOPMENT</u> (Title)
IN PRESENCE OF <u>[Signature]</u> (Signature)	<u>SCOTT EVOLA</u> <u>DIRECTOR OF DEVELOPMENT</u> <u>2002 PAPA JOHN'S BLVD. LOU. KY 40299</u> (Address)

UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature)	<u>CONTRACTING OFFICER</u> <u>GENERAL SERVICES ADMINISTRATION</u> (Official Title)
--	--

