

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 4	DATE 1/19/11
	SUPPLEMENTAL LEASE AGREEMENT	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 said Lease is amended, effective January 1, 2011, to establish Beneficial Occupancy:

1. **Paragraph 2 (Term)** of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2011 through December 31, 2020, subject to termination and renewal rights as may be hereinafter set forth. Space will be accepted upon Lessor's provision of substantial completion of space, a certificate of occupancy, and acceptance by the Government."

2. **Paragraph 3 (Rental)** of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

	Term	Annual Rent	Rate per RSF	Rate per OASF	Month Rent
Firm	01/01/11 - 12/31/15	\$ 357,060.00	\$ 32.46	\$ 35.71	\$ 29,755.00
Remaining	01/01/16 - 12/31/20	\$ 304,810.00	\$ 27.71	\$ 30.48	\$ 25,400.83

(continued on page 2)

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

(Signature)

DON GRAHAM
VP DEVELOPMENT

(Title)

IN PRESENCE OF

1/7/2011
SCOTT EVOLA

DIRECTOR OF DEVELOPMENT

(Signature)

2002 PAPA JOHN'S BLDG - LOU, KY 40299
(Address)

UNITED STATES OF AMERICA

BY

(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official Title)

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For the Firm Term:

	Annual Rent	Shell	Operating Cost	TI
Total	\$ 357,060.00	\$ 220,000.00	\$ 62,810.00	\$ 74,250.00
pRSF	32.46	20.00	5.71	6.75

For the Remaining Term:

	Annual Rent	Shell	Operating Cost	TI
Total	\$ 304,810.00	\$ 242,000.00	\$ 62,810.00	\$ -
pRSF	27.71	22.00	5.71	-

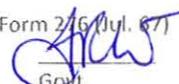
There is no additional charge for parking during the lease period.

3. *Paragraph 4 (Termination Rights)* of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Government may terminate this lease, in whole or in part, at any time on or after 12/31/15, by giving the Lessor at least ninety (90) day notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."

4. All other terms and conditions of the lease shall remain in force and effect.


Lessor

GSA Form 276 (Jul. 87)

Govt.