GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 5	DATE 3/3/11
	TO LEASE NO. GS-04B-59193	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 March 10, 2011, as follows:

1. This Supplemental Lease Agreement serves as a Notice to Proceed (NTP) and establishes an additional lump sum payment amount for select items, as stated in the attached Appendix, Appendix A SLA 5, and/or stated within this document.

2. This SLA changes the contract number for all prior documents from 'GS-04B-59163' to 'GS-04B-59193'.

3. This NTP is issued for a NOT TO EXCEED amount of **$7,922.72** which is inclusive of charges related to:
   a. Tenant Improvements, in accordance with the proposal provided by Papa John's USA, Inc. dated 01/25/11 for Papa John's Change Order #2 in the amount of $5,952.96; amount is inclusive of all fee's including both contractor and lessor.
   b. Tenant Improvements, in accordance with the proposal provided by Schaefer General Contracting Services dated 03/02/11 for Change Order #8 in the amount of $1,969.76; amount is inclusive of all fee's including both contractor and lessor.

4. The Lessor is authorized to expend the bid amount of, **$1,107,498.25,** which is inclusive of the initial authorized amount stated in SLA 1, plus an additional **$118,672.32** for approved current and prior change orders stated in any current and prior SLA. The total project amount the Lessor is authorized to expend equates to **$1,226,170.57 ONLY.**

(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 SCOTT EVOLA, DIRECTOR OF DEVELOPMENT _____ (Signature) — 2002 PAPA JOHN'S BLVD. LOUISVILLE, KY 40299 (Address)

UNITED STATES OF AMERICA

BY Felicia R Walker (Signature) — CONTRACTING OFFICER, GENERAL SERVICES ADMINISTRATION (Official Title)

GENERAL SERVICES ADMINISTR-ATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 5	DATE
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5. The Government hereby agrees to reimburse the Lessor for the construction of tenant improvements and parking structure modifications in the amount of **$1,226,170.57,** of which **$305,100.00** will be amortized over 60 months at 8.0% annual interest, payable monthly in arrears as a component of total rent. The remaining **$921,070.57** will be paid in a lump-sum payment after completion of the work and acceptance by the Government.

6. All invoices shall be sent to the U.S. General Services Administration at the addresses below with the following **PS# 0018041.** Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government at any time. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor without any further action of the parties.

7. Lessor shall provide proper invoice, referencing this **PS# 0018041** , per instructions stated below:

An invoice for payment must be submitted as follows:

COPY
General Services Administration
Property Acquisition & Realty Services (4PEA)
77 Forsyth Street, Room 500
Atlanta, GA 30303

ORIGINAL
General Services Administration
Greater Southwest Finance Center (7BCP)
P. O. Box 17478
Fort Worth, TX 76102-0478

-OR-

Submit invoices electronically through the Finance Web-site at www.finance.gsa.gov. When submitting the initial invoice, you will need to register for a "Password." This web-site will also allow vendors to research the payment on-line.

A proper invoice must include:

- Name of your Business Concern, Invoice Date, and original signature.
- Lease Contract No., Supplemental Agreement No., and building location
- Description, Price, and quantity of property and services actually delivered
- **You must note the "Payment Document (PS) Number" on your invoice prior to sending the original copy of the Invoice to GSA-Fort Worth, TX, or submitting the invoice electronically.**
- Tax ID No. of the approved Payee under the Lease that will receive the payment

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

8. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

Lessor Govt.