

AUG. 12. 2009 3:53PM

TEAM ONEY INC DBA PAPA JOHNS

NO. 549

P. 2

D-0

like shes bored in this song! the song is kinda pointless toooo.

ADDENDUM "B"
To Lease Agreement dated January 17, 1997

8/6/2009

Lessee: Oney Bayside, LLC. D/B/A Papa John's Pizza

Lessor: Rite On Land Trust

Leased Premises: Approx. 1,250 square feet

Address: 18350 US Highway 19 N., Clearwater, FL 33764

Oney Bayside LLC, D/B/A Papa John's Pizza purchased the Papa John's Pizza store located in the leased premises from PCF Development Corporation, effective September 26, 2005.

The leased premises is located in the north end cap of the building and the address is 18378 US Highway 19 North, Clearwater, FL 33764. (The original lease agreement states that the leased premises' address is 18350 US Hwy 19 North, Clearwater, FL 34624.)

Effective October 1, 2009, the lease shall be renewed for a (5) five year period. In the first lease year the base rent shall be \$1,913.00 per month and shall increase annually at a rate of three percent (3%).

Tenant shall have, so long as the Lease is in good and current standing and all rental has been paid on a timely basis, the right and option to renew this Lease for one (1) term of five (5) years to commence immediately upon the expiration of the original term hereof upon the same terms and conditions as set forth herein.

Upon execution of this addendum by both parties, the Lessee's security deposit will be credited toward the next amount of rental payments due.

ONEY Bayside LLC - Wade Oney
Lessee Date

WADE S Oney - majority owner
Print

[Signature]
Lessor Date 8/13/09

Jasper W. Mayle - member mgr
Print

[Signature]
Witness

Liz Rongen
Print

[Signature]
Witness

Charles Peters
Print

[Signature]
Witness

VALERIE HIRTZ
Print

[Signature]
Witness

Tina Denham
Print

possible to their original condition, and all rent and other charges shall be abated in proportion to the damaged area until the repairs are completed.

8.2 **MINOR DAMAGE.** If the Premises or the Building is damaged by fire or other casualty such that Lessee is not dispossessed of its use and occupancy thereof and such damage can reasonably be repaired or restored within 90 days, then Lessor shall promptly repair such damaged area.

9. **INSURANCE.**

9.1 **CASUALTY INSURANCE.** Lessor shall maintain a policy of fire and extended coverage insurance on the Building in an amount not less than its replacement cost. Lessee and Lessor shall each maintain property damage and public liability insurance policies. Lessee shall insure against loss or damage by fire or other casualty to the personal property, inventory, furnishings, equipment or improvements by Lessee which Lessee may have located in or installed on the Premises. All policies of liability and property damage insurance to be maintained by Lessor and Lessee shall include limits of not less than \$500,000 for damage to property and \$1,000,000 for injury or death to any person or persons.

The maximum insurable value is the Building

9.2 **LESSEE'S INDEMNITY.** Lessee shall be responsible for and shall indemnify Lessor and hold it harmless from, any and all liability for loss, damage or injury to person or property caused by the negligence of Lessee, its agents or employees. Lessee's obligation to indemnify Lessor hereunder shall include the duty to pay any judgments or settlements, and all reasonable costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith.

9.3 **LESSOR'S INDEMNITY.** Lessor shall be responsible for and shall indemnify Lessee and hold it harmless from, any and all liability for loss, damage or injury to person or property caused by the act or negligence of Lessor or its agents or employees. Lessor's obligation to indemnify Lessee hereunder shall include the duty to pay any judgments or settlements, and all reasonable costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith.

9.4 **SETTLEMENTS; ADMISSIONS.** Neither party may admit liability or agree to any settlement of any claim for which such party has or may claim a right of indemnification unless such party first obtains the written consent of the party against whom indemnification has been or may be sought.

9.5 **WAIVER OF SUBROGATION.** Lessor and Lessee shall each request from their respective insurers under all policies of fire and other casualty insurance maintained by either of them at any time during the term hereof insuring or covering the Premises or the Building or any portion thereof or persons, property or operations therein, a waiver of all rights of subrogation which the insurer of one party might have against the other party.

10. **TAXES.** Lessor shall pay all taxes, assessments, fees or charges assessed or imposed upon the rents and charges payable hereunder or with respect to the land and buildings constituting the Building. Lessee shall be responsible for the payment of any taxes, assessments, fees or charges imposed upon Lessee's personal property located within the Premises or upon Lessee's business operations in the Premises.

11. **EXEMPTION OF LESSOR FROM LIABILITY.** Lessee hereby agrees that Lessor and Lessor's agent shall not be liable for injury to tenants business or and loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees customers, or any other person in or about the Property, provided, however, this waiver shall not apply to damages caused by or resulting from Lessor's willful or negligent acts or omissions, and nothing herein shall be construed to relieve lessor of any liability for its willful or negligent acts or omissions.

12. ASSIGNMENT and SUBLEASING. This Lease may not be assigned, or the Premises sublet, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessor's consent to any particular assignment or subletting shall not be deemed as consent to any subsequent or different assignment or subletting. Notwithstanding the foregoing, (i) Lessee may, without first obtaining Lessor's consent, assign all rights and obligations hereunder to a parent, affiliate or subsidiary of Lessee, and (ii) a merger, consolidation, share exchange or stock sale involving Lessee shall not be deemed an assignment of this Lease; provided, that any such successor or assignee of Lessee shall, upon Lessor's request, agree in writing that it is bound by all of the obligations of Lessee under this Lease.

13. SUBORDINATION. Lessor shall have the right to subordinate this Lease to any future ground lease or any mortgage hereafter placed upon the Building or the Property; provided, however, that said subordination is conditioned upon the ground lessor or mortgagee entering into a non-disturbance and attornment agreement with Lessee so that Lessee's quiet enjoyment and occupancy of the Premises will not be disturbed as long as Lessee is not in default under the Lease. Lessee shall, within 30 days of Lessor's written request, execute and deliver to Lessor such reasonable instruments as may be necessary to confirm the subordination of this Lease. Any sale of the real estate upon which the Premises are situated shall be subject to Lessee's interest, and Lessor shall provide Lessee with a written document acknowledging that the purchaser's interest will be subject to this Lease.

14. DEFAULTS and REMEDIES.

14.1 DEFAULTS by LESSEE. If Lessee shall fail to pay any installment of rent within ten (10) days after written notice thereof from Lessor, or fail to perform any of its other obligations under the terms, conditions and covenants of this Lease for a period of thirty (30) days after written notice thereof from Lessor, unless such default can not reasonably be cured within such 30 days then within a reasonable period of time provided Lessee is diligently pursuing the cure thereof, then Lessee shall be in default and breach of the Lease. Upon the occurrence of any event of default as set forth above, Lessor may, after written notice to Lessee, either (i) reenter the Premises and cure any default of Lessee, or (ii) terminate this Lease as of the date of such notice. Lessee shall reimburse Lessor for any reasonable and necessary costs and expenses incurred by the Lessor in curing a default. Lessor agrees that in the event it exercises its remedy to terminate this Lease, Lessor will use its best efforts to lease the Premises to a third party on commercially reasonable terms for the account of the Lessee. Lessee shall be liable to Lessor for (A) any amount by which the rent provided for herein for the unexpired portion of the then current term of this Lease shall exceed the rent received from such reletting, plus (B) all reasonable and necessary costs and expenses incurred in reletting (i.e., realtor commissions, leasehold improvements, etc.). If Lessor lawfully elects to terminate this Lease, Lessee shall promptly thereafter surrender the Premises to Lessor. If Lessee shall not immediately surrender the Premises, Lessor may reenter the Premises by lawful means and dispossess Lessee or any other occupants of the Premises and remove their effects.

14.2 DEFAULTS by LESSOR. If Lessor shall fail to pay any costs or expenses provided for in this Lease within the (10) days after written notice thereof from Lessee, or breach or fail to perform any of its other obligations under the terms, conditions and covenants of the Lease for a period of thirty (30) days after written notice thereof from Lessee, unless such default can not reasonably be cured within such 30 days then within a reasonable period of time provided Lessor is diligently pursuing the cure thereof, then Lessor shall be in default and breach of the Lease. Upon the occurrence of any event of default as set forth above, Lessee may, after written notice to Lessor, either (i) cure any default of Lessor, or (ii) terminate the Lease as of the date of such notice. Lessor shall reimburse Lessee for any reasonable and necessary costs and expenses incurred by Lessee incurring such default. In the event Lessee exercises its remedy to terminate this Lease, Lessor shall be liable to Lessee for all costs and damages incurred by Lessee as a result of Lessor's breach.

14.3 NON-WAIVER OF DEFAULTS. The failure or delay by either party to insist upon the strict performance by the other of any of the terms, conditions or covenants of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver nor affect the right of either party to thereafter enforce each and every such provision or right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach.

15. WARRANTIES and REPRESENTATIONS by LESSOR. Lessor warrants and represents to Lessee that:

- (i) the Premises are properly zoned and improved for the purposes stated in this Lease;
- (ii) Lessor has not entered into any verbal or written agreement with any other party that would restrict Lessee's use of the Premises and to Lessor's knowledge, there are no agreements or restrictions affecting the Premises which would restrict Lessee's use of the Premises;
- (iii) Lessor holds title to the Building and the Property and has the right and authority to enter into this Lease and agrees to provide evidence thereof to Lessee upon request; and
- (iv) there is no asbestos in the Building, and Lessor has not stored or located any hazardous waste or hazardous substance (as such terms are defined in any federal law or regulation) on or about the Property, and to Lessor's knowledge, no third party has stored or located any hazardous waste or hazardous substance (as such terms are defined in any federal law or regulation) on or about the Property.

16. BROKERAGE COMMISSIONS. Lessor shall pay, and shall defend, indemnify and hold Lessee harmless against any and all claims of or liability for any brokerage commissions or finder's fees related in any way to this Lease

17. ACCESS to the PREMISES. Lessor, its employees, and agents, shall have the right to enter the Premises at all reasonable times for the purpose of making repairs to the Premises or to the Building as required under Section 7.

18. SURRENDER of PREMISES. Upon the expiration or earlier termination of this Lease, Lessee shall have the right to remove its personal property, equipment, signs and trade fixtures and shall promptly repair any damage caused by such removal. Any personal property, equipment, signs or trade fixtures not removed within five (5) days following the expiration or termination of the Lease may be removed and disposed of by Lessor without incurring any liability to Lessee.

19. EMINENT DOMAIN. If all or a substantial part of the Premises, Building or Property is taken by right of eminent domain so as to render the Premises unsuitable for Lessee's business in Lessee's reasonable judgment, Lessee shall give Lessor notice thereof and this Lease shall terminate as of the date of the taking. Lessor shall be entitled to all compensation awarded for the taking of the leasehold and Lessee shall be entitled to such compensation as may be awarded on account of Lessee's moving and relocation expenses and depreciation to and removal of Lessee's trade fixtures and personal property.

20. NOTICES. Any notice required or permitted to be given under this Lease shall be deemed to have been given or served only when made in writing and (i) delivered in person or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, to the party who is to receive such

notice at the address specified in Item G of the Basic Lease Provisions. When so mailed, the notice shall be deemed to have been given as of the date it was mailed. The addresses for notices and payments may be changed by written notice given to the other party.

21. MISCELLANEOUS and GENERAL PROVISIONS.

21.1 CONSENTS. Lessor or Lessee shall not unreasonably delay or withhold granting its consent or approval to any action for which such consent or approval is required under this Lease.

21.3 GOING DARK. The Lessee shall during the full term of the Lease and for any Renewal Term maintain an operating business in the property. Said business shall be open to customers at least six (6) days each week between the hours of 11:00 A.M. and 6:00 P.M. Lessee will be allowed to operate in accordance with the required hours of operation dictated by its most current Franchise Agreement. Lessee may from time to time suspend operations for remodeling or other necessary changes or improvements to its store.

21.4 SUCCESSORS and ASSIGNS. This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties.

21.5 QUIET ENJOYMENT. So long as Lessee is not in default beyond any cure period hereunder, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised and all extensions and renewals thereof without hindrance or interruption by Lessor or any other person or persons claiming by, through, under or superior to Lessor.

21.6 FORCE MAJEURE. Neither Lessor nor Lessee shall be liable to the other for any breach or violation of this Lease resulting from any occurrence or event, including (without limitation) any Act of God, strikes, lockouts, property damage or other casualty or occurrence beyond the reasonable control of a party hereto.

21.7 BUY-OUT. Any time after the first Twelve (12) months of the Initial Term, Lessee may terminate this Lease and all of its obligations hereunder by giving sixty (60) days prior written notice thereof to Lessor and submitting therewith a lump-sum payment equal to four (4) months of Base Monthly Rental.

21.8 COMPLETE AGREEMENT; AMENDMENTS; HEADINGS. This Lease, including the Exhibits (Exhibit A the Addendum to lease from Papa Johns Franchise Agreement and Exhibit B - Signage), constitutes the entire agreement between the parties. It supersedes all previous understandings and agreements between the parties, and no oral or implied representation or understandings shall vary its terms. It may not be amended except by a written instrument executed by both parties. The topical headings in this Lease are inserted only as a matter of convenience and reference, and do not affect, define, limit or describe the scope or intent of this Lease.

21.9 ENVIRONMENTAL SURVEYS. Lessor represents and warrants to Lessee that Lessor has not conducted or performed, or caused to be conducted or performed, any Phase I or Phase II environmental audit on the Property or any other survey or test to determine if there is any hazardous or toxic substances under, about or on the Property except as disclosed in writing to Lessee.

22. RADON GAS DISCLOSURE. The following language is required by law in any contract involving the sale or lease of any building within the State of Florida:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons

who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

23. ENVIRONMENTAL COMPLIANCE.

(i) Lessee shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Property, or transport to or from the Property, any Hazardous Substance (as defined below), or allow any other person or entity to do so. Lessee shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of, any Environmental Laws (as defined below).

(ii) Lessee shall give prompt notice to Lessor of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Property or the migration thereof from or to other property; (ii) all claims made or threatened by any third party against Lessee, Lessor or the Property relating to any loss or injury resulting from any Hazardous Substance; and (iii) Lessee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Law or any regulation adopted in accordance therewith.

(iii) Lessee shall protect, indemnify and hold harmless Lessor, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, transport or presence of a Hazardous Substance on, under, about, to or from the Property, including without limitation all foreseeable consequential damages and the costs of any necessary repair, cleanup or detoxification of the Property, in any way arising from the acts of Lessee.

(iv) "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. Sections 9601 et seq, and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. Sections 6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA and the Hazardous Materials Transportation Act 49 U.S.C. Sections 1801 et seq. and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulation promulgated pursuant to any Florida State; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act (5) flammable explosive, or (6) radioactive materials.

(v) Lessor shall have the right to inspect the Property and audit Lessee's operations thereon to ascertain Lessee's compliance with the provisions of this Lease at any reasonable time, and Lessee shall provide periodic certifications to Lessor, upon request, that Lessee is in compliance with the environmental restrictions contained herein. Lessor shall have the right, but not the obligation, to enter upon

the Property and perform any obligation of Lessee hereunder of which Lessee is in default, including without limitation any remediation necessary due to environmental impact of Lessee's operations on the Property, without waiving or reducing Lessee's liability for Lessee's default hereunder.

(vi) All of the terms and provisions of this Section 23 shall survive expiration or termination of this Lease for any reason whatsoever.

24. **NO WAIVER.** No reentry or taking possession of the Property by Lessor shall be construed as an election on its part to terminate this lease, accept a surrender of the Property or release Lessee from any obligations hereunder, unless a written notice of such intention be given to Lessee. Notwithstanding any such reletting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law; nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessee by reason of the violation of any of the terms, provisions and covenants herein contained. Lessor's acceptance of rent or additional rent following any event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that Lessor may suffer by reason of termination of the Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The delivery of keys to any employee or agent of Lessor shall not operate as a termination hereof or a surrender of the Property. Nothing herein, however, shall in any way limit or restrict Lessee's right to exercise the 'Buy-Out Provision' contained in the Lease, and upon such exercise and payment of amounts described therein, the Lessee shall have no further obligations or liabilities under this Lease."

24.1 **LATE CHARGES.** Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Property. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessee designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate Lessor for the use of Lessor's money by Lessee and the payment of late charges is to compensate Lessor for administrative and other expenses incurred by Lessor.

25. **INTEREST on PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at twelve percent (12%) from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease,

provided, however, that interest shall not be payable on late charges incurred by Lessee. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by Lessee and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by Lessee of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by Lessor or returned to Lessee, at Lessor's option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in two original copies as of the day and year first written above.

Witnesses:

Barbara Nacol
BARBARA NACOL
Print Name:
Anne E. Jersey
ANNE E. JERSEY
Print Name:

LESSOR: RTF
RITE 90
Right On Land Trust
By: Gerry Starling
Its: Trustee

LESSEE:

Patrick Zonderian
Print Name: PATRICK ZONDERIAN
Dennis M. Evans
Print Name: DENNIS M. EVANS

PCF Development Corporation
By: Ralph Chynoweth
Ralph Chynoweth Jr.
Its: EXEC. Vice President

EXHIBIT B

SIGNAGE

Drawings of the signs and/or awnings to be installed by Lessee are attached hereto.

...

[Handwritten signature]

PAPA JOHN'S
FRANCHISE AGREEMENT
EXHIBIT A
ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, dated January 17, 1997 is entered into by and between FRUIT AND VEGETABLE TRUST ("Lessor"), and PJI Development Agreement ("Lessee").

RECITALS:

- A. The parties hereto have entered into a certain Lease Agreement, dated January 17, 1997, and pertaining to the premises located at 18358 US Highway North (the "Lease").
37624
- B. Lessor acknowledges that Lessee intends to operate a Papa John's Pizza outlet in the leased premises (the "Premises") under a Papa John's Franchise Agreement (the "Franchise Agreement") with Papa John's International, Inc. ("PJI").
- C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1. Remodeling and Decor. Lessor agrees that Lessee shall have the right to remodel, equip, paint and decorate the interior of the premises and to display such proprietary marks and signs on the interior and exterior of the premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Papa John's Pizza business in the Premises.
2. Assignment. Lessee shall have the right to assign all of its right, title and interest in the Lease to PJI at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent. However, no assignment shall be effective until such time as PJI gives Lessor written notice of its acceptance of such assignment, and nothing contained herein or in any other document

shall constitute PJI a party to the Lease, or guarantor thereof, and shall not create any liability or obligation on PJI unless and until the Lease is assigned to, and accepted by, PJI.

3. Default and Notice.

(a) In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and PJI notice of such default or violation within a reasonable time after Lessor receives knowledge of its occurrence.

(b) All notices to PJI shall be sent by registered or certified mail, postage prepaid, to the following address:

Papa John's International, Inc.
11492 Bluegrass Parkway, Suite 175
Louisville, Kentucky 40299-2334
Attn: General Counsel

PJI may change its address for receiving notices by giving Lessor written notice of such new address. Lessor agrees that it will notify both Lessee and PJI of any change in Lessor's mailing address to which notices should be sent.

4. Termination or Expiration. Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will allow PJI to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs and other items identifying the Premises as a Papa John's Pizza outlet and to make such other modifications as are reasonably necessary to protect PJI's proprietary marks and the Papa John's system, and to distinguish the Premises from Papa John's Pizza outlets. Provided, however, that this obligation of Lessor shall be conditioned upon PJI giving Lessor prior notice of the modifications to be made and the items removed.

5. Consideration: No Liability

(a) Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and that Lessee would not lease the Premises without this Addendum.

(b) Lessor further acknowledges that Lessee is not an agent or employee of PJI and that Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind PJI, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities on or against PJI.

6. Amendments. No amendment or variation of this Addendum to Lease shall be valid unless made in writing and signed by the parties hereto.

7. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied herein in full.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto as of the day, month, and year first written above.

RITE ON LAND TRUST

By: Berry Staring
Title: Trustee

("Lessor")

PCF Development Company

By: Paul G. ...
Title: ...

("Lessee")