

## AGREEMENT

This Agreement is entered into as of May 16, 1996 by and between **John H. Schnatter**, an individual residing in the Commonwealth of Kentucky ("Contributor") and **University of Louisville**, an agency and instrumentality of the Commonwealth of Kentucky ("University"), as follows:

### WHEREAS,

- (1) University desires to construct a new football stadium ("the Stadium") for its athletic program and is raising funds for such purpose; and
- (2) Contributor wishes to contribute towards construction of the Stadium and the parties desire to set forth the manner in which such contribution will be made and related matters.

NOW, THEREFORE, the parties agree as follows:

1. **Contribution.** For the sole purpose of assisting University in constructing and equipping the Stadium, Contributor agrees to make contributions to University as follows:

(a) On or before August 1, 1996, Contributor will give and transfer to University Eighty-Five Thousand (85,000) shares of the Common Stock ("Shares") of Papa John's International, Inc., a Delaware corporation ("Company"), owned by him, or such lesser number of Company Shares then owned by him with a Market Value (as defined below) of Three Million Dollars (\$3,000,000).

(b) On or before August 1, 1997 and each August 1 thereafter to and including August 1, 2006, Contributor will give and transfer to University Two Thousand Eight Hundred (2,800) Company Shares then owned by him, or such lesser number of Company Shares then owned by him which causes the aggregate Market Value of all Company Shares given by Contributor under this Agreement as of the applicable date to be at least:

|                |               |
|----------------|---------------|
| August 1, 1997 | \$3.1 Million |
| August 1, 1998 | 3.2 Million   |
| August 1, 1999 | 3.3 Million   |
| August 1, 2000 | 3.4 Million   |
| August 1, 2001 | 3.5 Million   |
| August 1, 2002 | 3.6 Million   |
| August 1, 2003 | 3.7 Million   |

|                |             |
|----------------|-------------|
| August 1, 2004 | 3.8 Million |
| August 1, 2005 | 3.9 Million |
| August 1, 2006 | 4.0 Million |

2. **Market Value.** The "Market Value" of a Company Share shall mean, as of the applicable gift date, the average of the high and low sale prices of the Company Shares on the National Market tier of the Nasdaq Stock Market, or any national or regional stock exchange on which the Company Shares are then traded. If no sales of the Company Shares shall have occurred on such date, Market Value shall mean the average of the high and low sale price of the Company Shares on the next preceding date on which there were sales. If the Company Shares are not listed on Nasdaq or a national or regional stock exchange, the Market Value of a Company Share as of the applicable gift date shall be determined by an independent third party appraiser selected by mutual agreement of the parties.

3. **Adjustment to Gifted Shares.** In the event of any change in the corporate structure of the Company affecting the Company Shares, including a merger, reorganization, consolidation, recapitalization, reclassification, split-up, spin-off, separation, liquidation, stock dividend, stock split, reverse stock split, share repurchase, share combination or share exchange, the number of Company Shares remaining to be gifted and transferred by Contributor shall be adjusted, and Contributor will gift and transfer securities or other property into which the Company Shares have been converted, as necessary to preserve, but not enlarge, the value of the then-remaining gift to be received by University.

4. **Representations and Warranties of University.** University represents and warrants to Contributor (as of the date of this Agreement and as of the date of each gift under this Agreement) that University:

(a) is a validly existing agency and instrumentality of the Commonwealth of Kentucky, and contributions to the University qualify for the maximum charitable income tax deduction as provided in section 170, or a successor provision, of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a private foundation as defined in section 509 of the Code;

(b) has duly authorized, executed and delivered this Agreement and has full power and authority to perform all of its obligations hereunder;

(c) will use its best efforts (consistent with the best interests of the University) to continue to meet all requirements

to compete in NCAA Division I-A intercollegiate football during the Term (as hereinafter defined). During the Term, all University intercollegiate home football games shall be played in the Stadium; and

(d) has, or prior to the first University football game to be played in the Stadium shall have, used its best efforts to cause all other stadiums in the City of Louisville to cease to be identified as "Cardinal Stadium" or any other name similar to, or that could be confused with, "Papa John's Cardinal Stadium."

5. Representations and Warranties of Contributor. Contributor represents and warrants to University as follows (as of the date of this Agreement and as of the date of each gift under this Agreement):

(a) Contributor has or will have good and marketable record and beneficial title to all Company Shares and any other securities to be given to University;

(b) all Company Shares to be given by Contributor to University are or will be owned by Contributor, and are or will be transferred to University, free and clear of all liens, encumbrances, security interests, charges, pledges, options, restrictions on transfer, rights of refusal or other adverse claims of any kind except those restrictions set forth in Rule 144 promulgated under the Securities Act of 1933, as amended;

(c) Contributor has the power, authority and capacity to enter into, and consummate the gifts contemplated by this Agreement; and

(d) this Agreement has been duly and validly executed and delivered by Contributor and is a valid and binding obligation of Contributor, enforceable in accordance with its terms.

Contributor acknowledges that University is relying upon this Agreement in proceeding with the construction of the Stadium.

6. Stadium Name. In acknowledgment of Contributor's gift hereunder, University has determined during the Term to name the Stadium in honor of Contributor, or a person or entity closely affiliated with him, as follows:

(a) University has determined that the name of the Stadium will initially be "Papa John's Cardinal Stadium."

(b) University shall cause the Stadium architect, consultant and others retained by it in the design and construction of the Stadium to work closely with Contributor, or his representatives or agents, in developing the final Stadium name design, signage and related identifying features. Contributor reserves the right (at his own expense) to hire one or more consultants and/or architects to assist in this regard. The final design, signage and related identifying features relating to the Stadium name shall be subject to final approval by Contributor, which approval shall not be unreasonably withheld.

(c) In acknowledgment of Contributor's gift hereunder, University has determined to cause the Stadium name (or related logos approved by Contributor) to be prominently displayed or mentioned in the following locations or media:

- (1) fixed location on main scoreboard;
- (2) on an internal wall prominently visible to the media, including television, during football games and other field events;
- (3) exterior Stadium signage;
- (4) on all tickets and ticket envelopes for University events held at the Stadium; and
- (5) on all television, radio, newspaper, Internet, poster, outdoor and all other advertising and media promoting University events held at the Stadium (to the extent University has control of such media).

(d) Not more frequently than once every five years during the Term, Contributor, by giving written notice to the University President, shall have the right to request that University change the acknowledgment of the gift by changing the Stadium name; provided, however, that any name change shall be subject to the following:

- (1) University's consent to the name change, which consent University agrees will not be unreasonably withheld;
- (2) the new Stadium name shall be that of Contributor, a person or entity closely affiliated with Contributor, or his or its successors or assigns; and
- (3) if within 5 years of the date of this Agreement, the name shall include "Cardinal" (except that this requirement (3)

shall not apply if at such time there is another stadium in the City of Louisville which is identified as "Cardinal Stadium" or any other name similar to, or that could be confused with, "Papa John's Cardinal Stadium").

(e) If Contributor requests University to change the acknowledgment by changing the name of the Stadium, Contributor shall be responsible for all costs of changing signs, logos and related materials.

(f) University agrees to name Contributor, or someone designated by Contributor, to be a member of the Board(s) or committee(s) controlling Stadium signage, design, marketing, promotion and management.

7. **Term.** As used in this Agreement, "Term" means the period beginning with the date of this Agreement and ending on December 31 following the fifteenth season in which University's football team plays at least 50% of its home games in the Stadium.

8. **Charity Designation.** During the Term, if University includes in the Stadium a "wishing well" or other passive fixture for soliciting charitable contributions from fans, University will allow Contributor to designate which charity will receive the funds contributed.

9. **Room Designation.** In acknowledgment of Contributor's gift hereunder, University has determined to designate the press room to be included in the Stadium Field House the "Charles Whitley Schnatter Media Interview Room."

10. **Permanent Facade.** In acknowledgment of Contributor's gift hereunder, University has determined to erect a permanent facade in a prominent location of the Stadium, which shall be at least as comparable in stature and appearance to the markers for Cornerstone Donors, reading as follows:

JOHN H. SCHNATTER  
PAPA JOHN'S INTERNATIONAL, INC.

11. **Assignment.** Contributor may assign in writing to a related person or officer of a related entity the right to make any designation, election or other power or right of Contributor in this Agreement.

12. **Repair, Maintenance and Replacement.** University shall cause the Stadium, Stadium grounds and all displays and signage

containing the Stadium name and/or logo to be maintained in good condition and working order, which shall include making all necessary repairs or replacement of items.

13. **Breach of Agreement; Remedies.** Upon the occurrence of any of the following events, University shall be in breach of this Agreement, which in addition to entitling Contributor to terminate this Agreement and have no further obligations hereunder, shall entitle Contributor to the additional remedy described with respect to the particular breach:

(a) Construction of the Stadium has not been substantially completed by September 1, 1999 (if reasonably possible), in which case Contributor shall be entitled to a complete refund of his contribution;

(b) University refuses or fails to characterize the contribution made under this Agreement as a charitable contribution by Contributor without the receipt of compensation; or

(c) University shall be in material breach of any of the representations and warranties contained in this Agreement, and fails to remedy such breach within a reasonable time after request by Contributor.

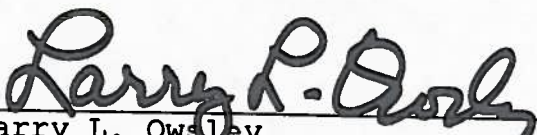
14. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, personal representatives, successors and assigns.

15. **Captions.** The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof.

16. **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Kentucky.

UNIVERSITY OF LOUISVILLE

  
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John H. Schnatter

  
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Larry L. Owsley  
Vice President for Administration

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