

**MARYLAND HOUSE AND CHESAPEAKE HOUSE  
LEASE AND CONCESSION AGREEMENT  
MODIFICATION NO. 5 (OPERATIONAL CAPABILITY: 2-WEEK OVERLAP)  
TO  
MARYLAND TRANSPORTATION AUTHORITY  
CONTRACT NO. 60833436R  
I-95 TRAVEL PLAZAS**

THIS MODIFICATION NO. 5 to Maryland Transportation Authority Contract No. 60833436R (the "Agreement") is effective as of March 6 2015, by and between the Maryland Transportation Authority (hereinafter referred to as "MDTA") and Areas USA MDTP, LLC (hereinafter referred to as "Concessionaire").

WHEREAS, the MDTA, an agency of the State of Maryland, entered into an Agreement, effective March 19, 2012, for the redevelopment of the two Service Area Travel Plazas, the Maryland House located in Harford County and the Chesapeake House located in Cecil County on the John F. Kennedy Highway with Concessionaire;

WHEREAS, the Concessionaire's transition plan for the opening of the Maryland House proposes that immediately after opening the Maryland House, the Chesapeake House would be closed for redevelopment;

WHEREAS, Concessionaire's plan to open one Plaza while concurrently closing the second Plaza will result in better customer service at the newly opened Plaza and employment consistency for Areas' workforce;

WHEREAS, the MDTA desires to modify the Agreement, Appendix 1 - Construction Provisions, Section 4.4 Operational Capability, requiring the Concessionaire to have a Travel Plaza in Successful Operation for at least two weeks before the other Plaza is shut down for redevelopment; and

WHEREAS, on November 21, 2013, the MDTA Board unanimously approved this Contract Modification and delegated authority to the Executive Director to finalize and execute approval documents.

NOW, THEREFORE, the parties agree as follows:

- A. The Agreement will be modified as indicated on Attachment A to modify a portion of the Agreement, Appendix 1 - Construction Provisions, Section 4.4 Operational Capability. This modification removes the requirement that the newly opened Travel Plaza must be in Successful Operation for at least two weeks before the other Plaza is shut down for redevelopment.
- B. The terms and conditions of this Modification No. 5 constitute all of the additional rights and obligations of the parties. This Modification No. 5 does not serve to modify any other provisions of the Agreement which shall remain in full force and effect, unless expressly amended herein.

MODIFICATION NO. 5 (OPERATIONAL CAPABILITY: 2-WEEK OVERLAP)  
CONTRACT NO. 60833436R  
I-95 Travel Plazas - Lease and Concession Agreement  
Maryland Transportation Authority &  
Areas USA MDTP, LLC.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 5 to be executed in two original copies this 6<sup>th</sup> day of March, 2015.

Witness:

Tucky Edwards

MARYLAND TRANSPORTATION AUTHORITY

Bruce W. Gartner

Bruce W. Gartner  
Executive Director

Date: 3/6/15

Attest:

Eduardo Uribe

AREAS USA MDTP, LLC

By: Eduardo Uribe

Printed Name: Eduardo Uribe

Title: Vice President

Date: 2/26/15

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:  
this 4<sup>th</sup> day of March, 2015

Kimberly Mullend  
Assistant Attorney General

the needs and conditions of the Leased Premises (the “Reinvestment Plan”). To the extent, determined by MDTA based upon the proposed items on the applicable Reinvestment Plan, Concessionaire shall submit Plans and Specifications for MDTA’s review and approval in accordance with the provisions of Appendix 1, Article III of the Lease and Concession Agreement. Concessionaire shall make the Reinvestments pursuant to the Reinvestment Plan, and all costs incurred in connection with the Reinvestment Plan shall be the sole responsibility of Concessionaire.

#### Section 4.4 Operational Capability

##### 4.4.1 General

MDTA shall issue Notice of Operational Capability when a Travel Plaza is Complete and ready for occupancy. Operational Capability notice will not be issued until MDTA receives all applicable licensed engineer and architect statements indicating the Improvements and Work are completed in accordance with the plans, specifications, and all Legal Requirements and MDTA has received the Asbestos Certification. Operational Capability does not preclude the development of a “punch list” identifying other items that will need to be implemented prior to any Travel Plaza being determined Complete. As a condition of Operational Capability for one Travel Plaza, the Travel Plaza must be able to be in Successful Operation ~~for at least two weeks~~ before the other Plaza is shut down for redevelopment. Successful Operation means the full operational performance of the Travel Plaza, including the provision of all retail and commercial activities including fueling, and public availability to all areas of the Travel Plaza to be used by the public, including but not limited to parking, restrooms, and public eating areas.

##### 4.4.2 Final Clean-Up

As a prerequisite to Operational Capability certification, the construction area and all other adjoining areas, other than those owned by the Concessionaire, occupied by the Concessionaire during the construction of said Lease and Concession Agreement shall be cleaned in accordance with all applicable Governmental Rules of all surplus and discarded materials, spilled materials, excess materials left deposited on the permanent Work as a result of the Concessionaire’s operations, false work, and rubbish and temporary structures and buildings, that were placed thereon by the Concessionaire. The adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored as directed by the MDTA’s Authorized Representative at the Concessionaire’s expense.

### **ARTICLE V** **Requirements Upon Completion**

#### Section 5.1 Warranties: As Built Plans

Promptly following the Completion of construction of any Improvements, Concessionaire shall deliver to MDTA copies of any and all written warranties or certificates relative to such Improvements, including an Asbestos Certification and lead paint abatement reports, Fuel