

**MARYLAND HOUSE AND CHESAPEAKE HOUSE
LEASE AND CONCESSION AGREEMENT
MODIFICATION NO. 7 (COMMISSION REVENUES)
TO
MARYLAND TRANSPORTATION AUTHORITY
CONTRACT NO. 60833436R
I-95 TRAVEL PLAZAS**

THIS MODIFICATION NO. 7 to Maryland Transportation Authority Contract No. 60833436R (the "Agreement") is effective as of September 16, 2012, 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 Memorial Highway with Concessionaire;

WHEREAS, MDTA engaged the services of SC&H Group ("SC&H") to perform a review of the controls over the Concessionaire's revenue payments and Concessionaire's operations;

WHEREAS, SC&H found several issues with the reporting of gross revenues by the Concessionaire that did not comply with the terms of the Agreement related to reporting of certain revenues by subcontractors for ATM sales, lottery ticket sales and commissions paid on prizes, and vending sales;

WHEREAS, the Agreement requires that subcontractors to Concessionaire shall compute payments based on Gross Revenues and not commissions paid by the subcontractor to the Concessionaire;

WHEREAS, the parties acknowledge that their original intent was to compute payments for such sales based on commissions and not gross revenues and the parties now desire to modify the Agreement to permit payments for such sales to be based on commissions;

WHEREAS, the parties also desire to modify the Agreement to permit payments for sales of certain other similar items to be based on commissions, specifically sales for the penny machines, hotel coupon racks, and travel boards;

WHEREAS, on July 24, 2014, 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:

MODIFICATION NO. 7 (COMMISSION REVENUES)
CONTRACT NO. 60833436R
I-95 Travel Plazas - Lease and Concession Agreement
Maryland Transportation Authority &
Areas USA MDTP, LLC

- A. In accordance with the MDTA Board approval, the effective date of this modification is the assumption of concession operations for the I-95 Travel Plazas on September 16, 2012.
- B. The Agreement will be modified as indicated on Attachment A to modify portions of the Agreement including the following:
 - a. Agreement, Section 1.4 Definitions, page 12 to clarify the definition of Gross Revenues to include commissions paid by Subcontractors and other entities that make commission payments to Concessionaire for ATM transactions, lottery ticket sales, commissions paid on lottery ticket prizes, vending sales, penny machine sales, hotel coupon racks, and travel board sales or flat commission rate, which is based on Concessionaire's agreement with Subcontractor.
 - b. Agreement, Section 9.13, Automatic Teller Machines to clarify that Gross Revenues for ATM sales shall be based on commissions paid by any Subcontractor to Concessionaire.
 - c. Agreement, Section 9.40, Lottery Ticket Sales to clarify that Gross Revenues for lottery ticket sales shall be based on commissions paid by any Subcontractor to Concessionaire.
- C. The terms and conditions of this Modification No. 7 constitute all of the additional rights and obligations of the parties. This Modification No. 7 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. 7 (COMMISSION REVENUES)
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. 7 to be executed in two original copies this 6th day of March, 2015.

Witness:

Trudy Edward

MARYLAND TRANSPORTATION AUTHORITY

Bruce W. Gartner

Bruce W. Gartner
Executive Director

Date: 3/6/2015

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 4th day of March, 2015

Kimberly Hullender
Assistant Attorney General

“Gross Revenue(s)” means the total amount in U.S. dollars of goods and services, whether for cash or on credit, whether or not payment is actually made, for food, beverages, services, gifts or merchandise certificates and all other receipts for business conducted at, in or about the Travel Plazas, of Concessionaire, its subtenants, sublessees, subconcessionaires, and any other person or entity authorized by the Concessionaire to conduct any type of business operation within any portion of the Leased Premises, and the amounts generated from sales, fees or receipts of any source whatsoever on the Leased Premises whether sold for consumption or use on or off the Leased Premises, including but not limited to, royalties and rebates provided to Concessionaire as a result of gross sales from Vending Machines and ATM fees. Gross Revenue for ATM transactions, lottery ticket sales, commissions on lottery ticket prizes, Automatic Vending Items sales, penny machine sales, hotel coupon racks, and travel board sales or flat commission rate shall be based on the commissions paid by any such Subcontractor or other entity that makes these commission payments to Concessionaire. Gross Revenue shall also include the monetary value of any goods or services that are bartered. Gross Revenue shall not include:

- (a) all revenues and receipts from Fuel sales and DEF sales from Fuel Service Equipment;
- (b) intra-corporate transactions, rebates, and refunds to customers;
- (c) credits and refunds to customers for food and beverage items purchased at the Travel Plazas to the extent that any refund was actually granted, either in the form of cash or credit, and receipts in the form of refunds for or the value of merchandise, supplies or equipment returned to shippers, suppliers, or manufacturers;
- (d) amounts of any separately stated federal, state, municipal or other governmental excise (except federal manufacturer’s excise), use, sales, privilege or retailer’s occupation taxes now or hereafter imposed and required to be collected by the Concessionaire directly from patrons or customers or as part of the price for any goods, wares, merchandise, services or displays and required to be paid over in turn by the party or parties so collecting to any governmental agency, or other like taxes that may be enacted in the future;
- (e) rental payments from any Occupancy Tenant to the Concessionaire to the extent that all Gross Revenues from any Occupancy Tenant’s business is included in Gross Revenue;
- (f) charges paid to Concessionaire by its customers for the mailing of purchased items, but only to the extent of the actual mailing cost thereof;
- (g) merchandise, supplies or equipment exchanged or transferred between Travel Plazas or from or to other locations of business of the Concessionaire where such exchanges or transfers are not made for the purpose of avoiding a sale which would otherwise be made from or at said Travel Plaza;
- (h) the amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
- (i) the amount of any discounts given to Concessionaire’s employees;
- (j) the amount of any gratuities paid or given by patrons or customers to employees of the Concessionaire; or
- (k) petroleum product royalties and rebates provided to Concessionaire.

Equipment, or in any other location or in proximity to certain locations where smoking or consumption of tobacco of any kind is prohibited under applicable Legal Requirements.

Section 9.12 Sales Data

During the Term and subject to the following sentence, Concessionaire shall provide to MDTA all sales data from Concessionaire or such Subcontractors, as the case may be, that sell Food and Beverage Items, Fuel, C-Store Items and any other item comprising Gross Revenues that is sold or provided to the public at the Travel Plazas with an accompanying Acknowledgement. The sales data provided shall be in a form acceptable to MDTA in its reasonable discretion and will provide aggregate sales of all Fuel, Food and Beverage Items, C-Store Items, and other items sold at the Travel Plazas, respectively. From and after the Transfer of Operations, Concessionaire shall provide reporting of, Sales Data. Each and every customer, upon request, making a purchase or return at any of the Travel Plazas shall be given a detailed printed receipt describing the transaction and the store location date and time, except with regards to seasonal stands and pop-up establishments, to the extent they are unable to provide POS Terminal receipts. From time to time during the Term upon MDTA's reasonable request, Concessionaire, at its sole cost and expense, shall perform such reasonable compliance audits and other tests to determine the accuracy and completeness of the Subcontractors' sales data. All such data shall be collected daily and MDTA shall have rights of access to such data 24/7/365. Paper copies of all sales data shall be accessible to MDTA upon request. MDTA shall be permitted to audit all receipts and sales data upon reasonable prior notice, during normal business hours and at such times as shall not unreasonably interfere with Concessionaire or any Subcontractors' business and operations. In each Subcontract agreement, all Subcontractors shall be required to provide any and all data, receipts, records, books and papers pertaining to sales and revenues and deliveries at MDTA's request in whatever form it is captured and maintained, including data captured on any of the POS Terminals.

Section 9.13 Automatic Teller Machines

Concessionaire shall furnish and install, or cause to be furnished and installed as promptly as practicable at least one (1) ATM at each Travel Plaza facility. Concessionaire shall furnish to MDTA, prior to the installation of any ATM, a schedule of customer fees associated with ATM service, detailed information regarding the ATM service provider. All ATMs must be installed and operated in full compliance with all applicable Legal Requirements. Concessionaire shall, at its sole cost and expense, maintain all ATMs in good operating condition and repair. [As identified in the definition of Gross Revenues, Gross Revenues for ATM sales shall be based on commissions paid by any Subcontractor to Concessionaire.](#)

Section 9.14 Public Telephone Service

(a) Concessionaire shall contract to provide public telephone service at all Travel Plazas. At least one (1) telephone at each facility shall be accessible to the hearing and visually impaired - telephone typewriter, teletypewriter or text phone / telecommunications device for the deaf (TTY/TDD) to the extent required by applicable Legal Requirements. The quantity and location of public telephones at each Travel Plaza shall be determined by Concessionaire subject to the approval of MDTA. Notwithstanding the foregoing, Concessionaire may submit a written request to MDTA for approval to eliminate public telephone service. Any such request must be accompanied by a detailed proposal for the implementation of an emergency communication methodology accessible to the motoring public that provides immediate communication with police, fire and other emergency services. MDTA will use diligent efforts to approve or

capital replacement of any item is required, Concessionaire shall replace such item with new equipment of a quality equal or superior to the original equipment and shall bear the entire replacement cost thereof.

Section 9.40 Lottery Ticket Sales

The Concessionaire shall provide for the State of Maryland lottery sales at each Travel Plaza. The location of the equipment and any signs and promotional materials shall be subject to the MDTA's approval. No other sales of lottery tickets or other games shall be permitted without the express written consent of the MDTA. As identified in the definition of Gross Revenues, Gross Revenues for lottery ticket sales shall be based on commissions paid by any Subcontractor to Concessionaire.

Section 9.41 Emergency Plan

The Concessionaire shall submit an Emergency Plan for the Travel Plazas that addresses a variety of potential emergencies, including biological, chemical, explosive, nuclear or radiological attacks, fire, flood, snowstorm, hurricane, tornado, product contamination, medical emergencies, hostage situations, etc. At a minimum, the Emergency Plan must include a crisis communications strategy, a means for ensuring customer safety and comfort, a means for reporting emergencies, a description of employee responsibilities during emergencies, a list of evacuation procedures and emergency escape routes, a description of procedures for employees to follow who must temporarily assist with critical facility operations prior to evacuation, a narrative of rescue and medical duties for employees, an explanation of recommended training and drills, and a business continuity approach. The Emergency Plan will be subject to the review and approval of the MDTA. The MDTA reserves the right to revise the Emergency Plan from time to time, as may be necessary or desirable, to coincide with the MDTA's I-95 Emergency Plan.

Section 9.42 Automated External Defibrillators

The Concessionaire shall provide at least one automated external defibrillator at each Primary Service Facility and one at each C-Store for emergency use.

ARTICLE X
Records and Audits

Section 10.1 Maintenance and Audit of Records

Concessionaire shall maintain, and shall require its Subcontractors to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of MDTA's, Concessionaire's and, in the case of each Subcontractor, the applicable Subcontractor's performance hereunder (collectively, "Records") at Concessionaire's address provided in Section 18.1 hereof or such other location as is approved in writing in advance by MDTA. The Records shall include accounts, data, contracts and records pertaining to this Lease and Concession Agreement and the construction, operation and maintenance of the Travel Plazas, including as to the amount and type of Gross Revenues, Equipment and Fixtures and Fuel Service Equipment installed and removed from the Leased Premises, gallons of Fuel sold, Pump