



Maryland  
Transportation  
Authority

**I-95 Travel Plazas  
Public/Private Partnership**

**Maryland House & Chesapeake House  
Lease and Concession Agreement**

**Between**

**Maryland Transportation Authority**

**&**

**AREAS USA MDTP, LLC**

**Contract Number: 60833436R**

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Exhibit D	Concessionaire's Payment Schedule
Exhibit E	Performance Standards (to be viewed in conjunction with Schedule 2.5)
Exhibit F	Transition Plans
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**Appendices**

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Appendix 2	Environmental Provisions
Appendix 3	Financing Provisions

**I-95 TRAVEL PLAZAS**  
**LEASE AND CONCESSION AGREEMENT**

THIS LEASE AND CONCESSION AGREEMENT (hereinafter referred to as “Lease and Concession Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Maryland Transportation Authority (hereinafter referred to as “MDTA”), an agency of the State of Maryland, with principal place of business located at 2310 Broening Highway, Suite 150, Baltimore, Maryland 21224 and Areas USA MDTP, LLC whose principal place of business is located at 5301 Blue Lagoon Drive, Suite 690, Miami, Florida 33126 duly authorized to conduct business in the State of Maryland, (hereinafter called the “Concessionaire”), hereby agree as follows:

WHEREAS, title to the two travel plazas on I-95, commonly known as the Maryland House, which is located at mile post 82 in Harford County and the Chesapeake House, which is located at mile post 97 in Cecil County (the “Travel Plazas”) is held in the name of the State of Maryland to the use of the State Roads Commission and the MDTA is the successor to the State Roads Commission, pursuant to Section 4-209 of the Transportation Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Sections 4-101, 4-201, 4-204, 4-205, 4-209, and 4-404 of the Transportation Article of the Annotated Code of Maryland all power, authority, obligations, functions, duties and discretion relating to the financing, operation, maintenance, and repair of certain transportation projects are vested exclusively in the MDTA; and

WHEREAS, on June 27, 2011, the MDTA issued a Request for Proposals “I-95 Travel Plazas Public/Private Partnership”, Contract Number 60833436R (together with all schedules, exhibits, amendments, and written answers thereto, the “RFP”) as amended, for the financing, design, construction, operation and maintenance of the MDTA’s Travel Plazas; and

WHEREAS, the Maryland House and the Chesapeake House are as described in Exhibit A, (the “Sites”); and

WHEREAS, the RFP sought proposers who would perform significant site redevelopment and infrastructure improvements including constructing or reconstructing new or like-new buildings, as well as operating and managing all fuel, food and other traveler related retail services, including convenience stores, visitor centers, and gift stores;

WHEREAS, the MDTA desires that the Concessionaire provide new or like-new facilities to replace or restore the current Travel Plazas, ensure a positive customer experience at the Travel Plazas, and provide a fair return to MDTA providing for transfer of the Travel Plazas and Leased Premises back to MDTA in satisfactory condition at termination of this Lease and Concession Agreement; and

WHEREAS, pursuant to the RFP Concessionaire submitted a Proposal, and based upon the Proposal and supporting documentation and other information submitted by Concessionaire, MDTA selected the Proposal; and

WHEREAS, Concessionaire represents and warrants to MDTA that Concessionaire is qualified to conduct the business and meet the obligations hereinafter stated, and that its undersigned officer is authorized to execute this Lease and Concession Agreement on behalf of the Concessionaire; and

WHEREAS, MDTA and Concessionaire now desire to execute and deliver this Lease and Concession Agreement in order to confirm their mutual understandings and agreements with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the MDTA hereby leases to the Concessionaire and the Concessionaire hereby leases from the MDTA that portion of the Sites for the Term as identified in Exhibit B (“Leased Premises”), subject to any and all unrecorded agreements, easements, encumbrances, by any Person or by the State of Maryland Roads Commission, State Highway Administration and/or Maryland Transportation Authority pertaining to the sections of the JFK Memorial Highway and the ground lying between the north and south bound lanes commonly known as “The Maryland House” and “The Chesapeake House” and subject to and in accordance with the covenants, terms and conditions hereinafter provided:

**ARTICLE I**  
**Preliminary Matters**

Section 1.1 Incorporation of Recitals; Effectiveness

- (a) The recitals to this Lease and Concession Agreement are hereby incorporated into the body of this Lease and Concession Agreement as an integral part hereof.
- (b) This Lease and Concession Agreement will not be effective until all necessary approvals have been obtained, including the OAG, the MDTA Board, and the BPW.

Section 1.2 Incorporation of Appendices; Exhibits and Schedules

The Appendices identified below and their Attachments and Exhibits and Schedules identified in the preceding Table of Exhibits and Table of Schedules, respectively, comprise a substantive part of this Lease and Concession Agreement and are hereby incorporated by reference:

- Appendix 1 Construction Provisions
- Appendix 2 Environmental Provisions
- Appendix 3 Financing Provisions



### Section 1.3 Incorporation of Documents

This Lease and Concession Agreement consists of the following, which are incorporated by reference:

- (a) This executed Lease and Concession Agreement, including Appendices and their Attachments, Exhibits and Schedules as identified in Section 1.2, the Table of Exhibits, and the Table of Schedules;
- (b) The Concessionaire's Proposal, including all documents incorporated therein by reference (the "Proposal");
- (c) The RFP dated June 27, 2011, including any supplements and addenda;
- (d) The Concessionaire's various Plans required in accordance with the RFP and this Lease and Concession Agreement, to the extent accepted by the MDTA; and
- (e) Any other documents required to be executed by either party at Closing.

These documents are sometimes referred to as the "Project Documents". The Lease and Concession Agreement shall also include Modifications to any of the above Project Documents.

In the event of any discrepancy between the Project Documents, the governing order of the Project Documents from highest to lowest shall be the Lease and Concession Agreement including its Appendices Exhibits, Schedules and Attachments, the RFP dated June 27, 2011 including all supplements and addenda, the Concessionaire's Supplemental documentation to its Proposal, the Concessionaire's Proposal, and any other documents.

### Section 1.4 Definitions

In addition to the other initial capitalized terms defined in this Lease and Concession Agreement, the following terms when used in this Lease and Concession Agreement shall have the following meanings:

"24/7/365" means 24 hours a day, seven days a week, 365 days a year or 366 days if a leap year.

"Acknowledgement" means a sworn statement that accompanies the required submission to MDTA and signed by an authorized representative of the Concessionaire that states: "I certify that I have conducted a thorough examination and assessment of the information submitted, including a review of the relevant data, documents and electronically generated reports, and inquiry of those individuals responsible for the day-to-day oversight of the Travel Plazas, the Subcontractors, and those persons responsible for tabulating and assembling the information. Based upon such assessment, I further certify that such information is true, accurate and complete, to the best of my knowledge, information and belief formed after reasonable inquiry."

"ADA" means the Americans with Disabilities Act of 1990, Public Law 101-336, as amended from time to time.

“Additional Payment” means all amounts (in addition to the Monthly Payments), liabilities and obligations that Concessionaire is required to pay to MDTA under and pursuant to this Lease and Concession Agreement including all interest, administrative fees and fines.

“Additional Work” means work which was not required or provided for in the original Contract.

“Affiliate” (of a designated entity) means:

(a) Any Person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the designated entity or any of the members, partners or shareholders holding a controlling equity interest in the designated entity; and

(b) Any Person for which the controlling equity interest in such Person is held by:

(i) The designated entity;

(ii) Any of the designated entity’s members, partners, or controlling shareholders; or

(iii) Any Affiliate of the designated entity under (b)(i) of this definition.

For purposes of this definition the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship or otherwise.

“Agent” means a person or entity authorized to act on behalf of, and under the control of, another in dealing with third parties; as used in the Project Documents, the term “Agent” shall include, the agents, contractors, Subcontractors, employees, and licensees of the Concessionaire, any Occupancy Tenant, or any subconcessionaires.

“Alternative Fuel” means any now existing or hereafter created means or sources of power for motorized vehicles for public or private transportation, including electricity, natural gas, compressed natural gas, liquefied petroleum (propane), methanol, denatured ethanol, E-85, other alcohols, coal derived liquid fuels, hydrogen, fuels (other than alcohol) derived from biological materials, any fuel determined to be substantially not petroleum and yielding substantial energy security benefits and substantial environmental benefits, any of the foregoing that is mixed with gasoline, diesel or other fuels.

“Attorney General’s Office” or “OAG” means the Office of the Attorney General, State of Maryland or any successor.

“Automated Teller Machine” or “ATM” means machines or devices through which financial transactions can be made, including cash withdrawals, deposits, transfers, bill payments and the like.

“Automatic Vending Equipment” means all machines and equipment that dispense or otherwise are used in connection with the dispensing of food, beverages, games, entertainment, and other items in an automated manner. Automatic Vending Equipment shall not include public telephones or lottery ticket machines.

“Automatic Vending Items” means any items or services sold or furnished from Automatic Vending Equipment.

“Automotive Products” means automotive supplies and accessories related to or typically offered at Fuel Service operations (e.g. motor oil, windshield wipers, windshield wiper fluid, anti-freeze, road maps and the like) of the type similar to the Travel Plazas.

“Award” means the entire amount of the award made or the consideration paid or payable in connection with a Taking.

“Bankruptcy” shall be deemed, for any Person, to have occurred when (a) that such Person (i) applies for or consents to the appointment of a receiver or trustee, or the liquidation of such Person or of all or a substantial portion of its assets, (ii) files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as the same become due, (iii) makes an assignment for the benefit of its creditors, (iv) files a petition or an answer seeking a reorganization or an arrangement with its creditors or seeks to take advantage of any insolvency law, (v) performs any other act of bankruptcy, or (vi) files an answer admitting the material allegations of a petition filed against such Person in any bankruptcy, reorganization or insolvency proceedings; or (b) that an order, judgment, or decree is entered by any court having jurisdiction adjudicating such Person as bankrupt or insolvent, approving a petition seeking such a reorganization, or appointing a receiver, trustee, or liquidator of such Person or all or a substantial part of its assets and such order, judgment, or decree is not stayed or dismissed within sixty (60) days from the entry thereof; or (c) that there is otherwise commenced with respect to such Person, or any of its assets, any proceeding under bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership, or similar Legal Requirements, and such proceeding is not discharged, stayed, or dismissed within sixty (60) days from the entry thereof.

“Bankruptcy Code” means the U.S. Federal Bankruptcy Code (Title 11 of the United States Code), as amended.

“Bonds” means, collectively, the Construction Bonds furnished in accordance with the terms of Section 8.9 hereof.

“BPW” means the Board of Public Works of the State of Maryland.

“Business Day” means Monday through Friday, excluding federal and State holidays or another day that is a State Day Off.

“Capital Commitment” means the respective obligations of [NAMES OF EQUITY OWNERS]\_\_\_\_\_ to contribute, in cash, equity to Concessionaire pursuant to those certain subscription agreements dated as of the date hereof by and between Concessionaire and each of \_\_\_\_\_, and any payment obligations assumed by any Collateral Assignee or Permitted Transferees.

“Capital Improvements” means the addition of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property’s overall value or increase its useful life.

“Capital Investment” means the total initial funding invested in the Project by the Concessionaire.

“Change Order” means a written order signed by the responsible MDTA Authorized Representative, directing the Concessionaire to make changes which the changes clause of the Lease and Concession Agreement authorizes MDTA’s Authorized Representative to order with or without the consent of Concessionaire.

“Chesapeake House” means the Travel Plaza located on I-95 in Cecil County, Maryland, at mile post 97.

“Claims” means lawsuits, claims, actions, demands, interests, remedies, investigations and proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

“Collateral Assignee” means the holder or beneficiary of a Collateral Assignment.

“Community Outreach” means the obligation of Concessionaire, in connection with the construction and implementation of the Improvements and the operation of the Travel Plazas, to develop an outreach plan subject to MDTA review and approval that will be implemented by Concessionaire after this Lease and Concession Agreement is executed by the parties hereto, to solicit municipal and community concerns for consideration in developing the Improvements Plan.

“Community Outreach Plan” means a plan for Community Outreach prepared by Concessionaire in accordance with Section 2.6 of this Lease and Concession Agreement.

“Community Outreach Schedule” means summaries provided by Concessionaire as to the anticipated time frame to undertake Community Outreach.

“Complete” or “Completion” (or any variation thereof) means, with respect to any Improvements, substantial completion, including all work to complete the basic building structure, all Major Subcontractors tenant build outs, and other work related to such Improvements, and that each of the following shall have occurred: (a) such Improvements have been completed in accordance with this Lease and Concession Agreement, except for minor or insubstantial details of construction or finishing touch-up or post-balance, mechanical adjustments (“Punch List Items”), and shall have been inspected and approved by the appropriate authorities and obtained all required Governmental Approvals; (b) all fees, costs and expenses incurred in connection therewith have been paid in full with no mechanics’, labor, materialmen’s or other similar lien claims or such unpaid amounts existing unless such are bonded and are being challenged in good faith; (c) MDTA has received reasonably acceptable evidence that all required Governmental Approvals have been obtained, complied with or satisfied; (d) MDTA

has issued a statement of Operational Capability for such Initial Improvements; and (e) the Asbestos Certification as identified in Appendix 1, Construction has been delivered to MDTA.

“Concessionaire” means the legal entity that has entered into this Lease and Concession Agreement with the MDTA.

“Concessionaire Representative” means Persons designated by Concessionaire to act on behalf of Concessionaire in performing the obligations of Concessionaire under this Lease and Concession Agreement; provided that Concessionaire shall designate a new Concessionaire Representative upon a showing by MDTA that the Concessionaire Representative should be removed for cause. As used herein, the term “cause” shall mean Concessionaire Representative’s demonstrated and persistent failure to respond and communicate with MDTA and attend and participate in business review meetings required by Section 2.5.1.

“Concessionaire’s Interest” means all right, title, interest and estate, of Concessionaire in, to, under or derived from the Lease and Concession Agreement including Concessionaire’s interest in this Lease and Concession Agreement and related leasehold interest in the Leased Premises.

“Construction Bonds” means payment and performance bonds provided by Concessionaire for all construction work relative to the Initial Improvements substantially in the forms attached hereto as Exhibit C -1 and Exhibit C-2, each in the face principal amount equal to the applicable sum under the applicable contract securing payment and performance in connection with such construction of the Initial Improvements each and all naming Concessionaire and MDTA as a dual-obligees.

“Construction Budget” means the initial construction budget attached hereto as Exhibit G-1, as the same may be supplemented and amended in accordance with this Lease and Concession Agreement.

“Construction Subcontractors” means the subcontractors (other than the General Contractor) engaged by the Concessionaire or General Contractor to design, engineer, develop, repair, construct and equip the Initial Improvements.

“Consumer Price Index” or “CPI” means the U.S. Consumer Price Index City Average for all Urban Consumers (also known as "CPI-U"), as promulgated by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). In the event that CPI is not reported on a monthly basis, CPI shall be determined by reference to the CPI as most recently reported as of the applicable date in question. For purposes of this Lease and Concession Agreement, the base reference period shall be 1982 -1984 equals 100 unless and until such base period changes, provided that the same base reference period must be used to calculate the percentage increase for any single period. If CPI ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing the CPI, CPI shall be adjusted to the figure that would have resulted had no change occurred in the manner of computing CPI. In the event that CPI (or a successor or substitute index) is no longer published by the Bureau, a comparable index published by another reliable governmental or independent provider of econometric information reasonably selected by MDTA shall be used in lieu of CPI.

“Containers” means all Refuse and Recyclables containers located on the Leased Premises.

“Control” means (a) the legal or beneficial ownership of fifty percent (50%) or more (or, if a company’s stock or other ownership interests are publicly traded, then ten percent (10%) or more) of the voting stock, limited liability company membership interests, partnership interests, capital, or profits of the Person in question; or (b) the possession, directly or indirectly, of the right or ability, whether or not exercised, to direct or cause the direction of the management and policies of the Person in question, whether through the ownership of voting stock, limited liability company membership interests, partnership interests, capital or profits, or by contract or otherwise. A Person shall be deemed to control another Person if such Persons are under common control. Two (2) or more Persons shall be under common control if fifty percent (50%) or more of the capital, voting, or profits interests in each Person are held by a single Person or a single group of two (2) or more Persons.

“Convenience Store” or “C-Store” means a store constituting a Fuel station or a retail business with primary emphasis placed on providing the public with a convenient location to purchase quickly a wide variety of consumable products (predominantly prepackaged snacks, drinks, sundries, and automotive related products) as more particularly described in Section 9.7.

“Convenience Store Items” or “C-Store Items” means food and merchandise customarily found at stores at off-road service areas of similar size and geographic location to the Travel Plazas as more particularly described in Section 9.7.

“Costs” means all liabilities, penalties, fines, damages, losses, settlements, orders, decrees, liens, debts, charges, executions, interest, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, and court costs.

“CPI Factor” means, for any period of one month or more, a calculation made by dividing the CPI for the last month in the applicable period by the CPI for the month preceding the first month in such period. Any amounts that are subject to adjustment by the CPI Factor shall be so adjusted.

“Default” means any fact or circumstance that with the giving of notice or the passage of time would constitute an Event of Default.

“Default Rate” means a rate equal to the greater of (a) ten percent (10%) per annum or (b) two percent (2%) above the so called “prime rate” from time to time announced by Bank of America (or its successor), but in no event more than the maximum rate permitted by applicable law.

“Department” means the Maryland Department of Transportation, also known as “MDOT”, or its successor.

“Designer” means the Principal Participant, specialized Subcontractor, or in-house designer that has primary responsibility for design services for the Project and is employed by the Concessionaire.

“Diesel” means fuel sold for use in diesel motor vehicles and diesel motor vehicle engines that is commonly or commercially known or sold as diesel fuel.

“Discharge” means release, threatened release, deposit, spillage, leakage, escape, uncontrolled loss, seepage or filtration.

“Effective Date” means the date from which the term of the Lease and Concession Agreement will begin to run once all parties have approved and executed the document including the OAG, MDTA Board and BPW. The term “Effective Date” means 12:01 a.m. on \_\_\_\_\_.

“Employees” means the Key Staff and all other employees supplied by or on behalf of any Subcontractor with respect to any portion of the Leased Premises.

“Environmental Laws” means all Governmental Rules now or hereafter in effect regulating, relating to, or imposing liability or standards of conduct concerning the environment; or to emissions, discharges, releases, or threatened releases of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material into the environment including into the ground, air, water, surface water, or groundwater or onto land; or relating to the manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport; or handling of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material; or otherwise relating to the protection of public health, public welfare, public safety or the environment (including protection of non-human forms of life, land, surface water, groundwater, and air), including the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (“CERCLA”), as amended by the Superfund Amendment and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (“RCRA”), as amended by the Solid and Hazardous Waste Amendments of 1984; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Hazardous Materials Transportation Uniform Safety Act; the Oil Pollution Act of 1990; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the Federal Water Pollution Control Act, the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §703 et seq.; and the Natural Resources Article and the Environmental Article of the Annotated Code of Maryland and implementing regulations; and any other federal or state environmental requirements in addition to these acts or other laws, together with all rules, regulations, codes, orders, decrees, and judicial decisions now or hereafter promulgated under any of the foregoing, all as amended and supplemented previously or in the future.

“EPA” means the U.S. Environmental Protection Agency or its successor.

“Equipment and Fixtures” means, collectively, Food and Beverage Equipment and Furnishings, HVAC, pumps, lights, mechanical and electrical wiring and equipment, plumbing, pumps, wells, boilers, hot water equipment, auxiliary generators, compressors, toilets, sinks, water fountains, security and surveillance equipment, closed circuit televisions and other such equipment affixed to the Leased Premises.

“Equity Interest” means all or any part of any equity or other ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest, or other interest of an ownership or equity nature) in Concessionaire including any direct or indirect ownership by any of the Equity Owners (or any of their permitted successors, transferees or assigns) in Concessionaire.

“Equity Owner” means any owner of any Equity Interest.

“Event of Default” means any event constituting a Default which has the meaning set forth in Section 14.1.

“Execution” means the approval of the Lease and Concession Agreement by the BPW, and the Executive Secretary of the MDTA upon approval of the MDTA Board. The date of the Lease and Concession Agreement Execution is the date when all signatures from the Executive Secretary and BPW have been obtained and are on the Lease and Concession Agreement.

“Executive Secretary” means the chief executive of the MDTA staff.

“Existing Service Provider(s)” means, with respect to Food and Beverage Services at the Primary Service Facility, HMS Host Family Restaurants, Inc., and with respect to the Fueling Facilities, Ocean Petroleum, LLC and Hammco, Inc.

“Fee Estate” means the fee estate in the Site retained by the MDTA under the Lease and Concession Agreement or the right, title, and interest of the MDTA under the Lease and Concession Agreement, as the context may require.

“Food and Beverage Equipment” means any and all Furnishings, fixtures, machines, and/or equipment used in connection with the temporary and/or permanent storage, preparation, cooking, serving, cleaning, holding, consumption and/or warehousing of Food and Beverage Service at the Travel Plazas, and any other uses at the Leased Premises. “Food and Beverage Equipment” shall include all equipment used in connection with the storage, preparation, cooking, serving, cleaning, holding, consumption and/or warehousing of Food and Beverage Service as of the Transfer of Operations. Food and Beverage Equipment shall not include Automatic Vending Equipment.

“Food and Beverage Items” means any and all food, beverage and other items available for sale to the public at the Travel Plazas, whether prepared fresh on site or prepackaged, including all concept food and beverage items available for sale to the public at the Primary Service Facilities as approved in advance by the MDTA. Food and Beverage Items shall not include Automatic Vending Items, tobacco products, chewing gum, or over-the-counter medications.

“Franchise” means a business operating under a privilege granted to make or market a good or service under a patented process or trademarked name; said business may be operated by the Concessionaire or its Agents.

“Fuel” means automotive fuel, including diesel, gasoline, or other sources used to power vehicles at the Fueling Facilities, including Gasoline, Diesel and, Alternative Fuels. “Fuel” may also



mean a blend of fuel that is at least 5% biodiesel fuel or other biofuel approved by the EPA as a fuel or fuel additive or approved under the EPA Renewable Fuel Standard 2 Program.

“Fuel Service” means the provision, service or sale of Fuel at the Fueling Facilities.

“Fuel Service Equipment” means any and all furnishings, fixtures, machines and/or equipment used in connection with the temporary and/or permanent storage, monitoring and delivery of Fuel, fueling and the servicing and repairing of Fuel Service Equipment at the Fueling Facilities, including canopies, dispensers, fuel pumps, fuel storage tanks (including USTs and UST Systems), fuel delivery systems, pipes, vaults, vents, fire and other safety systems and any equipment to monitor or protect against a Discharge of Fuel; and all additions thereto and alterations, modifications and replacements thereof.

“Fuel Service Provider” means a Person authorized by Concessionaire to provide Fuel Service at one or more Travel Plaza.

“Fueling Facilities” means the gasoline service fueling stations at each Travel Plaza and the accompanying C-Store. The “Fueling Facilities” have also been identified as a “Convenience Store/Fueling Station”.

“Furnishings” means items of interior decor and furniture in the Travel Plazas including, but not limited to, chairs, tables, draperies, wall coverings, floor coverings, artifacts and decorations.

“GAAP” means generally accepted accounting principles consistently applied.

“General Contractor” means a Person hired by the Concessionaire to perform work at one or more Travel Plaza.

“Governmental Approval” means any approval, authorization, certification, consent, exemption, filing, lease, license, permit, notice, registration or ruling, required under the authority of any Governmental Authority or pursuant to any Legal Requirement.

“Governmental Authority” means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality having or claiming jurisdiction over the Leased Premises (or any activity this Lease and Concession Agreement allows), including the United States Government, the State government and its subdivisions, any municipality, and all other applicable governmental agencies, quasi-governmental, judicial, public, statutory instrumentality, administrative agency, body, entity, authorities, and subdivisions thereof.

“Governmental Rules” means all applicable laws, codes, rules, ordinances, restrictions, regulations, orders, directives, guidelines, standards, general permits, individual permits, judgments, injunctions of the federal, State, regional or any local Governmental Authority, judicial or administrative orders and requirements of common law, whether now in force or as amended and/or enacted in the future concerning this Project.

“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 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;
- (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.

No deduction shall be made from Gross Revenues by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit or debit cards, by reason of any other credit arrangements or by reason of dishonored checks. If any charge customarily made by Concessionaire for products authorized to be sold pursuant to the terms and conditions of the Lease and Concession Agreement or other operations or businesses is not assessed, charged or collected, for any reason then the amount of Concessionaire's customary charge therefore shall nevertheless be included in determining Gross Revenues. Concessionaire's Gross Revenues shall be computed and audited in accordance with the provisions of this Lease and Concession Agreement. In the event of any conflict between the provisions of this Lease and Concession Agreement and GAAP or generally accepted auditing standards, the provisions of this Lease and Concession Agreement shall control to the extent its provisions are higher standards, and the provisions of the Lease and Concession Agreement shall not be limited by such GAAP or audit standards per the provisions of this Lease and Concession Agreement. Gross Revenues shall not include the sale (but will include the redemption) of gift certificates.

Notwithstanding any contrary provision contained herein, Gross Revenues shall not include revenues or other consideration paid or payable with respect to the use or exercise of any Reserved Rights.

"Hazardous Material" means any and all substance, product, waste, pollutant, contaminant, hazardous or toxic waste, or other material of any nature whatsoever that might pose a hazard to health, safety or the environment, the removal of which may be required or the manufacture, use, maintenance or handling of which is regulated, restricted, prohibited or penalized by any Environmental Law, as amended, or any other Legal Requirements or any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance containing Gasoline, Diesel or other petroleum hydrocarbons, petroleum products or petroleum by-products. "Hazardous Material" includes the following:

- (a) Any substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds or inorganic compounds, as defined by any Environmental Law;
- (b) Any substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any Environmental Law;
- (c) Any substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever which may give rise to liability under clause (a) or (b) or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a state or federal court;
- (d) Any petroleum hydrocarbons excluding the minimum amounts and excluding petroleum hydrocarbon products contained within regularly operated motor vehicles; and
- (e) Any hazardous building materials including asbestos or asbestos-containing materials, lead, or PCBs in structures and/or other improvements on or in the

Leased Premises or in subsurface artifacts (other than mineral asbestos naturally occurring in the ground). The term “Hazardous Materials” includes Hazardous Waste and contaminated materials.

“Hazardous Waste” means hazardous waste as defined in C.F.R. Title 40 – Protection of Environment Part 261 – Identification and Listing of Hazardous Waste, as amended.

“I-95” means that certain right of way, highway, and related appurtenances on and within certain real estate now controlled by the MDTA in the State of Maryland known as Interstate-95 or the JFK Memorial Highway.

“Improvements” means all buildings, structures, facilities, utilities, sewers, drains, walkways, signs and landscaping, underground fuel storage tanks, lines and associated equipment, Fueling Facilities, Fuel canopies, parking lots, C-Stores, and any other improvements that the Concessionaire may be obligated to construct or maintain pursuant to the Lease and Concession Agreement, together with all building equipment, fixtures, appliances, and apparatus appropriate to the use, maintenance, and operation of all such buildings, structures, improvements and all additions thereto, and alterations, modifications and replacements thereof. Without limiting the generality of the foregoing, “Improvements” shall include all improvements located on the Leased Premises as of the Notice to Proceed and all Work (including demolition of any existing improvements) related to the construction, reconstruction and alteration of all buildings and other structures and Improvements on the Leased Premises. Improvements shall also include any exterior or interior alterations, construction, reconstruction, expansion or other changes to the Leased Premises and any additional or ancillary uses to be included as part of the services, including the Mandatory Work, Initial Improvements and Reinvestments.

“Indebtedness” means, for any Person, all obligations for borrowed money or deferred purchase price of property, individually or in the aggregate, contingent or otherwise, of such Person, or to which such Person is subject, directly or indirectly, including all: (a) liabilities secured by any lien on or security interest in such Person’s property; (b) obligations created or arising under any conditional sale or other title retention agreement or arrangement or any sale and leaseback; and (c) guaranties, endorsements (except on items deposited for collection in the ordinary course of business) and all other direct or indirect contingent obligations for borrowed money or performance of any obligation or to maintain the solvency (or other financial condition) of another Person.

“Indemnified Parties” includes the MDTA, the Department, the State and their respective successors, assigns, officeholders, officers, directors, agents, representatives, consultants, and employees. In the event that any Utility Agreement includes indemnification requirements, the term Indemnified Parties shall include the utility owner that is a party to that agreement, subject to the condition that inclusion of the utility owner in this defined term shall not be deemed to expand the utility owner’s rights to indemnity as set forth in the Utility Agreement.

“Initial Improvements” means the initial demolition, construction and renovation work to be completed by or at the direction of Concessionaire on the Leased Premises as generally described in the Conceptual Design Plans and as to be more particularly described in the Improvements Plan which shall be submitted to the MDTA as revised from time to time.

“Key Performance Indicators” means elements or aspects of the Services that are developed pursuant to Section 2.5.

“Key Staff” means members of the Concessionaire’s team which includes the Contract Manager, Project Manager, Design Manager, Lead Architect, Project Safety Manager, Superintendent for the Project, Environmental Manager, Construction Manager, Landscape Architect and other Persons identified within the Schedules submitted by Concessionaire.

“Landscape Architect” means an individual that is registered as a Landscape Architect in the State Maryland and has a working knowledge and experience with the implementation process of context-sensitive design/solutions and LEED principles; is familiar with native vegetation of the mid-Atlantic region; is familiar with the requirements of the Maryland Forest Conservation Act and ADA guidelines; and is familiar with stormwater management/ bio-retention planting.

“Lease and Concession Agreement” means this agreement, including its exhibits, schedules and appendices and any amendments hereof and supplements hereto permitted hereunder.

“Lease Year” means (a) with respect to the period commencing on the Transfer of Operations the period from the Transfer of Operations through December 31, 2012, (b) for any period after December 31, 2012, the twelve (12) month period from January 1 to December 31 and (iii) in any year wherein this Lease and Concession Agreement is Terminated or the Term of this Lease and Concession Agreement otherwise expires, the period from January 1 to the date of Termination or expiration.

“Leased Premises” means that portion of the Sites that the Concessionaire leases from the MDTA, as identified in Exhibit B, for the Term of the Lease and Concession Agreement.

“Leasehold Estate” means the interest in the Leased Premises granted to the Concessionaire under the Lease and Concession Agreement or the right, title, and interest of the Concessionaire under the Lease and Concession Agreement, as the context may require.

“LEED” means Leadership in Energy and Environmental Design Green Building Rating System, a third-party certification program for the design, construction, and operation of high performance sustainable buildings, introduced by the United States Green Building Council.

“Legal Requirement” means all applicable Governmental Rules, including, federal state and local laws, codes (including but not limited to building, health, fire and safety), ordinances, rules, regulations, judgments, decrees, directives, guidelines, standards, general permits, individual permits, licenses, policy requirements, orders, and decrees of any Governmental Authority or otherwise having the force of law, judgments, injunctions, requirements of common law, whether now in force or as amended and/or enacted in the future or issued or decided in the case of judgments, injunctions and common law. Nothing contained in this Lease and Concession Agreement is intended nor shall be construed as a grant of or consent to jurisdiction to any Governmental Authority that would not otherwise have jurisdiction of or over any Person or property of MDTA or any Subcontractor.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, lien (statutory or otherwise), notice of contract, preference, priority, security interest, chattel mortgage or other charge or encumbrance of any kind, any levy under execution or attachment, any easement, right of way or other encumbrance on title to real property and any lease, license or sublease having substantially the same effect as any of the foregoing.

“Major Subcontractors” means those Persons contracted or employed by Concessionaire to perform work or provide services at one or more Travel Plazas. Major Subcontractors include branded concepts providing services at one or more of the Travel Plazas even if wholly owned by Concessionaire.

“Mandatory Work” means that additional work that MDTA requires on the Sites, as identified in the RFP which are to be completed in accordance with the terms and conditions specified in the Lease and Concession Agreement.

“Maryland House” means the Travel Plaza located on I-95 in Harford County, Maryland, at mile post 82.

“Maryland Transportation Authority” or “MDTA” has the meaning set forth in the preamble to this Lease and Concession Agreement and is the Project contracting agency or its successor.

“MDE” means the Maryland Department of the Environment or its successor.

“MDOT” means the Maryland Department of Transportation or its successor.

“MDTA’s Authorized Representative” means one or more Persons designated by the MDTA Executive Secretary from time to time to inspect the use, operation, maintenance and construction on the Lease Premises and who is properly identifiable as a Person acting in any such capacity and is carrying proper identification. Each such representative’s authority to act on behalf of the MDTA shall be subject to any limitations set forth in the designation. MDTA’s Authorized Representative may also conduct Oversight of the Project.

“MDTA Board” means the group of citizens appointed by the Governor with the advice and consent of the State Senate that serves as MDTA’s policy-setting, decision-making and governing body pursuant to Transportation Article of the Annotated Code of Maryland, Title 4 Subtitle 2. Maryland’s Secretary of Transportation presides as the MDTA’s chair.

“Modification” means any written alteration in any provision of the Project Documents, whether accomplished in accordance with a Lease and Concession Agreement provision, or by mutual action of the parties to the Lease and Concession Agreement. The term “Modification” means Change Orders, Additional Work orders, supplemental agreements, or Lease and Concession Agreement amendments.

“Monthly Payment” or “Revenue Payment” means the amount to be paid by the Concessionaire each month to the MDTA as identified in the Concessionaire’s Payment Schedule attached hereto as Exhibit D and identified in Article VII.

“Notice to Proceed” or “NTP” means a written notice from the MDTA to the Concessionaire specifying the conditions for and date which the Concessionaire shall begin the prosecution of the Work or such portion of the Work as is designated in the notice.

“Occupancy Tenant” means any Person occupying or having the right to occupy any part of the Leased Premises under a sublease with the Concessionaire.

“Operating Statement” means a current, detailed statement of Gross Revenues and gallons of Fuel sold, in a form and substance reasonably acceptable to MDTA.

“Operational Capability” means demonstrated proof that all the functions and services required for the Travel Plazas to be fully operational and available to the public, consistent with the Lease and Concession Agreement and the Concessionaire’s Proposal.

“Organizational Chart” means the organizational chart attached hereto as Schedule 1 reflecting the direct or, to the extent applicable, the direct and indirect ownership of the Equity Interest by each Equity Owner. To the extent permitted under this Lease and Concession Agreement, if ownership of any Equity Interest changes, the “Organizational Chart” means an updated organizational chart incorporating such change in ownership. The preceding sentence does not waive any Transfer restrictions in this Lease and Concession Agreement.

“Oversight” means actions by the MDTA to satisfy itself that the Concessionaire is designing, constructing, operating, maintaining, and managing the Work in accordance with the Lease and Concession Agreement. It includes actions identified in the Lease and Concession Agreement by the terms Quality Assurance (“QA”), accept/acceptance, inspect/inspection, audit, ensure, certify, confirm, review, verify or terms of similar import. MDTA comments as a result of Oversight are conveyed to the Concessionaire through consultation and written comment. Neither the activity of Oversight nor the lack of consultation and written comment on the part of the MDTA shall be construed to relieve the Concessionaire and its organization from the responsibility and costs for meeting all requirements within the Lease and Concession Agreement and Legal Requirements. MDTA’s Authorized Representative may conduct Oversight of the Project

“Performance Standards” means the Performance Standards attached hereto as Exhibit E and as the same may be supplemented, revised and amended from time to time in accordance with Section 2.5 of this Lease and Concession Agreement.

“Permitted Transfer” means, provided that no Event of Default has occurred and is continuing, a Transfer of any Equity Interest or assignment of all of Concessionaire’s rights under and pursuant to this Lease and Concession Agreement to a Permitted Transferee.

“Permitted Transferee” means a Person, approved by the MDTA, to whom a conveyance of the Concessionaire’s leasehold interest in the Leased Premises is made, pursuant to Article XI of this Lease and Concession Agreement.

“Permitted Use” means the retail sale of automotive and truck motor Fuels, oils, and related products and supplies, pre-packaged (including dispensed and packaged), Food and Beverage

Service, Automatic Vending, retail, advertising, marketing, technology, and other retail merchandise and services only, all of which are subject to the provisions of the Lease and Concession Agreement, and for no other use or purpose, and at all times subject to the Reserved Rights.

“Person” means an individual or a corporation, partnership, business trust, limited liability company, limited liability partnership, trust, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club, or other organization or legal entity.

“Plans and Specifications” means plans for any Improvements, including drawings specifications, details and manuals, submitted to and approved by MDTA.

“POS Terminal” means any device, equipment, or other instrumentality that, among other things, records amounts of sales, supplies receipts and generates or maintains records of transactions, which shall include cash registers.

“Preventive Maintenance Plan” means the Concessionaire’s plan for routine and periodic maintenance of Travel Plaza assets to facilitate efficient, safe, and reliable asset operation to best maximize asset life and includes procedures for continuing operations during planned and unplanned outages during asset servicing. The Preventive Maintenance Plan shall list required maintenance activities, future dates the maintenance is to be performed, the Person or entity responsible for performing the maintenance, and shall include a dated record of actual maintenance activities performed.

“Price Sweep” means a survey of prices for similar products (including all food and merchandise to be sold, whether sold over the counter, through vending machines or otherwise) offered at off-road locations. The MDTA and the Concessionaire will mutually identify and agree upon nearby comparable off-road locations and the number of surveys for particular items. In the event exact concepts are not available for comparison, the MDTA and the Concessionaire will mutually identify a like concept to be used to conduct a substitute Price Sweep.

“Primary Service Facility” means the main building of the Travel Plaza which provides food and beverage sales, retail sales, public space, a welcome center and/or tourist information center, and public restrooms.

“Principal Participant” means any of the following entities, (a) the Concessionaire; (b) any general partners or joint venture members of the Concessionaire; and/or (c) any Persons holding (directly or indirectly) a 15% or greater interest in the Concessionaire.

“Proceeds” means the amount of any insurance proceeds received on account of any casualty.

“Prohibited Person” means any Person (a) listed on the United States Office of Foreign Asset Control Specially Designated Nationals (Terrorist) and Blocked Persons List (or any similar list maintained by the United States government); (b) otherwise identified on any then existing publicly-available list as being debarred, disqualified, suspended (voluntarily or otherwise), prohibited from bidding on State or Federal projects or otherwise prohibited from doing business with the State or the United States government, including the excluded parties list system



maintained by the General Administration Services or a successor list or agency; (c) a substantial portion of whose business is, directly or indirectly, the provision of gambling or gaming activities; or (d) who is involved directly or indirectly with organized crime.

“Project” means Improvements to be designed, constructed, operated, maintained, and financed by Concessionaire and all other work products to be provided by the Concessionaire in accordance with the Lease and Concession Agreement.

“Project Manager” means a member of the Concessionaire’s key design-build staff who is the on-site Concessionaire Representative and single point of contact for all aspects of the Work during the design and construction phase.

“Project Specifications” means those specifications developed by the Concessionaire to define and control the specific requirements, conditions, means, and methods to be used on the Project. Project Specifications will be based on the Lease and Concession Agreement requirements, including specifications designated as standards in the Performance Standards and Standard Specifications, and shall provide finished products that meet or exceed the quality requirements of the Lease and Concession Agreement.

“Proposal” means the written proposal dated November 10, 2011, and submitted on November 10, 2011 by Concessionaire in response to MDTA’s RFP Contract No. 60833436R, including any and all supplemental and supporting documents, plans, drawings, and other materials delivered to MDTA.

“Pump Meter Readings” means the Fuel Service Provider’s “D/R Gasoline Variance Report” for each Travel Plaza reflecting gallons of Fuel sold at each Fueling Facility, Fuel deliveries for each Travel Plaza and weekly “Tank Inventory” reconciliation for each Fueling Facility by storage tank which will be compiled and provided by the Fuel Service Provider.

“Qualified Buyer” means any Person that (a) is a pension fund, foundation, university or college, endowment fund, insurance company, financial institution authorized to do business in the United States or any state thereof, investment firm or fund (including any real estate firm, fund or developer) or any other Person whose business activity includes food service (including restaurant companies), concession and concession management, or retail and wholesale fuel delivery and service and (b) has experience with investing in, owning or operating businesses, companies, entities or other organizations that provide food or fuel services, run concessions or provide concession management, provide retail or wholesale fuel sale, delivery or service, operate retail sales, own, operate or manage infrastructure assets or properties, or provide property or facilities management. In any event, MDTA reserves to itself the right to determine in its reasonable judgment whether a Proposed Transferee is a Qualified Buyer as addressed in Article XI.

“Recyclables” (or variation thereof) means recyclable solid waste arising out of the construction, renovation, occupancy, operation, and maintenance of the Travel Plazas or the Leased Premises as mandated by the State.

“Reference Documents” means those documents provided by the MDTA for informational purposes only, as limited in the RFP Section 2.1.2, On-Site Investigation, Limits of Reliance.

“Refuse” means unwanted or discarded materials, debris and other waste materials (other than Recyclables or Hazardous Materials) arising out of the construction, renovation, occupancy, operation, and maintenance of the Facilities.

“Reinvestment(s)” means all capital investments in the Leased Premises to be made by Concessionaire, other than the Mandatory Work, the Initial Improvements and required maintenance, repair and replacements.

“Reinvestment Budget” means the Reinvestments Concessionaire intends to make throughout the Term attached hereto as Exhibit G-2, as the same may be supplemented and amended in accordance with this Lease and Concession Agreement.

“Reserved Rights” has the meaning set forth in Article V.

“Restoration” means the repair, restoration or rebuilding of any or all of the Travel Plazas after any damage thereto or destruction thereof, with such alterations or additions thereto as are made by and at the sole cost and expense of the Concessionaire in accordance with the Lease and Concession Agreement, together with any temporary repairs or Improvements made to protect the Leased Premises pending the completion of such Work.

“Restoration Funds” means the net insurance proceeds actually deposited with or otherwise made available to Concessionaire with respect to any casualty event affecting any of the Travel Plazas or the Leased Premises.

“Restricted Use Area” means the site of past environmental contamination at the Maryland House, as determined by the MDTA, designated for limited use by the Concessionaire as described in the Lease and Concession Agreement.

“Retail Sales” means sales of any and all items, including Automatic Vending Items, tobacco products, chewing gum, and over-the-counter medications, at the Travel Plazas, that are not Food and Beverage Items or Fuel. See Article VII.

“Request for Proposals” or “RFP” has the meaning set forth in the recitals to this Lease and Concession Agreement.

“Revenue Payment” means an amount to be paid by the Concessionaire to the MDTA as identified in the Concessionaire’s Payment Schedule attached hereto as Exhibit D and identified in Article VII.

“Roadways” means I-95 and the entrance and exit ramps thereto.

“Safety and Security Plan” means the Concessionaire’s plan to address site and workplace security and safety which shall include monitoring of security and procedures and supplies to address workplace safety.

“Senior Management” means all Facilities Operations Managers and all management employees and personnel of Concessionaire assigned to the Travel Plazas and responsible for the following positions or duties: (a) corporate, district, and regional management personnel; and (b) corporate marketing and financial liaison personnel. As used herein, the term “Corporate” means any Person(s) employed directly by Concessionaire located at Concessionaire’s corporate headquarters or reporting directly to corporate headquarters’ personnel.

“Site” has the meaning set forth in the recitals to this Lease and Concession Agreement.

“Small Wares” means and includes all small articles used in connection with the storage, preparation, cooking, serving, holding and/or washing areas of Food and Beverage Service at the Travel Plazas (whether or not disposable) including, but not limited to dining room accessories, utensils, pans, plates, glassware, cups, napkins, cooking and serving utensils and tabletop small wares components. Small Wares shall not include Food and Beverage Equipment.

“State” means the State of Maryland acting through its authorized representative.

“State Day Off” means any day or part of a day in which the departments and agencies of the State of Maryland are required or authorized to be closed, including any State-mandated furlough days or temporary service reduction days.

“State Indemnified Parties” means the State and its officers, representatives, agents, servants, employees, successors and assigns.

“State Parties” means collectively, the State of Maryland, the Department, MDTA or their respective agents, employees, officers, and representatives or their successors.

“State Representatives” means Persons designated by the State to act on behalf of the State in enforcing the Legal Requirements of the State with respect to this Lease and Concession Agreement or the Leased Premises.

“Subcontract” means any agreement entered into by the Concessionaire with a Subcontractor (at any tier) for any part of the Work in connection with, and under the terms of, the Lease and Concession Agreement.

“Subcontractor” means any Person with whom the Concessionaire has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier. Suppliers and materialmen are excluded from the term “Subcontractor”. The term does not include any employee with an employment contract, or any employee organization with a collective bargaining agreement.

“Taking” means any exercise of the power of eminent domain, or any agreement in lieu of condemnation between MDTA, Concessionaire and a condemning authority for a conveyance to such authority.

“Taking Date” means the date that title to all or any portion of the Leased Premises shall vest in a condemning authority pursuant to a Taking.

“Tank Inventories” means a report prepared by Concessionaire for MDTA at the end of each calendar month specifying the gallonage of Gasoline and Diesel or other Alternative Fuels (as may be provided by Concessionaire or a Subcontractor) in each UST at each Fueling Facility as of the end of such month.

“Term” means the time duration beginning with the Effective Date continuing for a period of 35 years in which the Concessionaire is to finance, design, build, operate and maintain the Leased Premises in accordance with the Lease and Concession Agreement.

“Termination” means an end to this Lease and Concession Agreement prior to the expiration of the Term pursuant to the terms of this Lease and Concession Agreement.

“Transfer” means:

(a) with respect to the Leasehold Estate or any interest therein, any action or attempt to assign, sublet, convey, or encumber (including the grant of a Collateral Assignment) or transfer ownership or right, title, interest, or estate in the Leasehold Estate, either voluntarily or by operation of law; or

(b) with respect to any Person, any action or attempt to transfer, sell, pledge, encumber, or otherwise dispose of, however denominated, in any single transaction or cumulatively through a series of related or unrelated transactions (or with the intention of circumventing any prohibition on Transfers) while the Lease and Concession Agreement is in effect, control of such Person, through any or all of the following actions, so that, as the result thereof, one or more Persons who are not in control of the Person in question as of the Effective Date acquire such control:

- (i) the transfer, sale, pledge, encumbrance or other disposition of stock or interests in the Person in question existing as of the Effective Date;
- (ii) the creation of new stock or interests in the Person in question;
- (iii) the surrender or liquidation of stock or interests in the Person in question;
- (iv) the merger, consolidation, amalgamation or business combination of the Person, in circumstances where the Person is not the surviving corporation, or sale of substantially all of the assets of the entity; or
- (v) any other transfer, sale, pledge, encumbrance, or other disposition, in any single transaction or cumulatively, while this Lease and Concession Agreement is in effect.

(c) If any subsequent change of ownership or control of an Affiliate to whom the Leased Premises were transferred causes such Transferee to cease to be an Affiliate of the immediate transferor, then the last event or circumstance which causes such Person to cease to be an Affiliate of the immediate transferor shall be deemed to be a Transfer of the Leased Premises and such Transfer shall not in any event or circumstance be treated as a Transfer permitted under

this Lease and Concession Agreement, unless such Transfer is itself permitted by the provisions of Article XI. In addition, any series of related transactions shall be treated as a single transaction for the purposes of determining whether the last person to whom the Leased Premises is transferred remains an Affiliate of the initial transferee in such series of transactions. Unless the Transferee is a Qualified Buyer, MDTA may refuse to permit the Transfer provided that if the Transferee is a Collateral Assignee the Transferee shall confirm to MDTA's satisfaction that a Qualified Buyer will operate the Travel Plazas.

(d) Transfer shall not mean transfers of shares of the Person or its direct or indirect parent pursuant to an initial or "follow on" public offering on the New York Stock Exchange, NASDAQ, London Stock Exchange or comparable securities exchange and the purchase and sale of shares of the same as a publicly traded company; provided that the purchaser of securities in any such transaction (other than any underwriter of a public offering) is not one entity or group of entities acting in concert.

"Transfer of Operations" means that date designated by MDTA after execution of this Lease and Concession Agreement when the possession of the Travel Plazas is delivered to the Concessionaire and the current contracts with the Existing Service Providers expire and Concessionaire assumes day-to-day operations.

"Transition Plan" means the Concessionaire's plan to seamlessly take over operation of the Travel Plazas from the Existing Service Providers at the beginning of the Term and the Concessionaire's plan and responsibilities to seamlessly turn over at the end of the Term the operation of each Travel Plaza facility to the successive operator of each Travel Plaza.

"Travel Plaza(s)" means one or more of the MDTA's travel service areas on the Leased Premises, the Maryland House and Chesapeake House located along I-95 covered by this Lease and Concession Agreement including, the Primary Service Facility, Fueling Facilities, Convenience Store, outside kiosks and sales areas, parking areas, internal roadways, and outside seating.

"Unavoidable Delay" means delay in performing any obligation under this Lease and Concession Agreement (except payment of money) arising from or on account of any cause whatsoever beyond an obligor's reasonable control (excluding delay caused by disputes between Concessionaire and the General Contractor and disputes between the General Contractor and any Construction Subcontractor), despite such obligor's reasonably diligent efforts, including industry-wide strikes or other union activities (but only to the extent such actions affect similar premises at that time and do not result from an act or omission of the obligor), civil disturbance, future order of or delay caused by or ordered by any Governmental Authority claiming jurisdiction (including delays in processing, issuance or release of necessary Governmental Approvals), act of any public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion or other force majeure events. Unavoidable Delay shall exclude delay caused by the obligor's financial condition, illiquidity, or insolvency.

"UST" or "Underground Storage Tank" shall have the same meaning as set forth in applicable Environmental Laws.

“UST System” shall have the same meaning as set forth in applicable Environmental Laws.

“Work” means all of the administrative, financing, design, engineering, utility support services, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, operations, maintenance, documentation, and other duties and services to be furnished and provided by the Concessionaire as required by the Lease and Concession Agreement, except for those efforts which the Lease and Concession Agreement specify will be performed by the MDTA or other Persons. In certain cases the term is also used to mean the products of the Work.

#### Section 1.5 Certain Usages and Gender

The terms “include” and “including” shall be construed as if followed by the phrase “without limitation”. All terms contained herein shall be construed, whenever the context of this Lease and Concession Agreement so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

#### Section 1.6 Controlling Authority

Provisions of this Lease and Concession Agreement provide for specific items of work and identify standards that are to be adhered to when performing the Work. If a conflict arises between Governmental Rules, terms of this Lease and Concession Agreement and terms of the RFP, first and foremost, Governmental Rules must be adhered to; however if a requirement of the RFP or this Lease and Concession Agreement is more stringent than a Governmental Rule, the more stringent requirement controls.

## **ARTICLE II** **License, Lease & Administration**

#### Section 2.1 Scope of Work

A general description of the Scope of Work is set forth in the RFP. The Concessionaire shall ensure that all Work is performed as enumerated in the Lease and Concession Agreement. Except as expressly provided in the Lease and Concession Agreement as the responsibility of others, the Concessionaire shall perform all financing, design, construction, operation, maintenance, and capital replacement services and provide all material, equipment, tools and labor necessary to perform the Work as described herein and as reasonably inferred from the Lease and Concession Agreement in accordance with the terms specified in this Lease and Concession Agreement. The MDTA reserves the right, at any time during the progress of the Work, to alter the Scope of Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest; provided however, the MDTA shall reduce Concessionaire’s Monthly Payments in direct proportion to Concessionaire’s increased costs directly attributable to MDTA’s decision to increase or alter the Scope of Work.

## Section 2.2 Leased Premises

The MDTA leases the Leased Premises to Concessionaire and Concessionaire hereby leases the Leased Premises from the MDTA for the purposes of financing, designing, constructing, operating, and maintaining the Leased Premises for the Term of the Lease and Concession Agreement, in accordance with the terms of this Lease and Concession Agreement, and for no other purpose or use.

## Section 2.3 Permitted and Prohibited Uses

### 2.3.1 General

MDTA grants to Concessionaire for the Term the exclusive right to occupy, use, operate, and manage the Travel Plazas and the Leased Premises for the Permitted Use subject to the terms and conditions of this Lease and Concession Agreement and for no other uses or purposes.

### 2.3.2 Specific Permitted Use

The Concessionaire's use and operation of the Travel Plazas and use of the Leased Premises shall be consistent with the Plans approved by the MDTA. The Concessionaire shall not change a Permitted Use without the MDTA's prior written approval.

### 2.3.3 C-Stores

The Concessionaire shall use the Leased Premises only for the Permitted Uses, subject to the provisions of the Lease and Concession Agreement, and for no other use or purpose. C-Stores shall be permitted to sell everything normally sold at off-road C-stores, that is approved by the MDTA, and that is not a Prohibited Use. Cigarettes may be sold only from behind the counter in a C-Store. Cigarette advertising, including price advertising, is prohibited in any part of the Travel Plazas except that price information can be posted behind the C-Store counter viewable by customers at the counter only.

### 2.3.4 Prohibited Uses

The Concessionaire is subject to restricted uses as specified throughout the Lease and Concession Agreement, including, but not limited to the Restricted Use Area (as identified in the RFP, Appendix B.1, "Underground Storage Tank Removal and Management Performance Specification" and shown in the Reference Documents). The Concessionaire shall not use or occupy or knowingly permit the Leased Premises to be used or occupied for any of the following uses or purposes (collectively, "Prohibited Uses"):

- (a) Any unlawful or illegal business, use, or purposes;
- (b) Any business, use or purpose deemed disreputable, disruptive or a direct risk to the physical security of people or property using the Leased Premises or considered extra hazardous unless insurance, satisfactory to the MDTA, covering any such hazard is provided for the benefit of the MDTA and the Concessionaire;
- (c) Any business which is noxious or offensive because of the emission of noise, smoke, dust, or odors;

- (d) In any manner to constitute a nuisance of any kind;
- (e) Any bar, lounge or tavern, or other establishment that sells alcoholic beverages;
- (f) Any use or purpose in violation of this Lease and Concession Agreement or any Governmental Rules;
- (g) Any use that undermines, or otherwise harms in any way, the name, reputation, or mission of the MDTA or implies an endorsement of, or association with, any organization, product, or service that MDTA is unwilling to provide;
- (h) Any use that promotes products that the MDTA reasonably believes to be of a commercial sexual nature, such as the publication, manufacture, sale, distribution, or promotion of pornography, prostitution, massage parlors, escort services, topless or nude performances, adult bookstores, or other similar activities;
- (i) Any use that discriminates based on race, color, marital status, sex, sexual orientation, religion, ancestry, creed, national or ethnic origin, age, disability, or status as a disabled or war veteran;
- (j) A check-cashing store, a pawnshop, a bail bondsman, or a tattoo shop;
- (k) Sale or use of firearms or other products, substances, or materials intended for use as weapons;
- (l) As a probation or penal office or facility;
- (m) Gambling (other than the sale of Maryland State lottery tickets or other Maryland State-sponsored games); or
- (n) Any other use that is restricted by the MDTA in its sole discretion other than a Permitted Use.

#### Section 2.4 General Administration

This Lease and Concession Agreement will be administered by the Concessionaire's designee and MDTA's Authorized Representative. Subject to the provisions of this Lease and Concession Agreement, including the provisions of Article X with respect to the access to Records, any MDTA Authorized Representatives and any of the State's Representatives shall have free and open access to the Leased Premises at any time. The authority of contract oversight will rest with MDTA's Authorized Representative; provided, however, MDTA's Authorized Representative will be assisted by staff that may make daily inspections of the Travel Plazas or Leased Premises and perform other functions pertaining to the administration of this Lease and Concession Agreement, subject to the terms and conditions of the Lease and Concession Agreement including the provisions of Article X with respect to the access to Records.

#### Section 2.5 Administration; Performance Standards – Key Performance Indicators

##### 2.5.1 Business Review Meetings

MDTA's Authorized Representative and the Concessionaire Representative shall meet not less frequently than (a) once each quarter during the initial two (2) year period following the



Effective Date, and (b) quarterly each Lease Year thereafter, unless otherwise agreed to by the MDTA, to review the Key Performance Indicators, see Schedule 2.5, and in particular to evaluate whether Key Performance Indicators ensure that the Travel Plazas (i) provide a positive customer experience and continue to meet the needs of the traveling public and (ii) are operated in a first class and excellent manner in keeping with the goals of the MDTA. In addition, the meetings identified in 2.5.1(b) are to evaluate and, to the extent required, modify the Performance Standards, see Exhibit E, to the extent necessary to ensure restroom cleanliness, public area cleanliness, litter and debris removal, snow and ice removal, and preventative maintenance programs continue to support the Key Performance Indicators; provided that the Key Performance Indicators and the Performance Standards shall not be modified without the mutual agreement of each of the Concessionaire Representative and MDTA's Authorized Representative and only in writing. Business review topics may also include economic and financial data, tourism industry, marketing, capital expenditure planning and asset life cycle management review. Concessionaire shall organize the Business Review Meetings which includes setting and circulating a draft agenda with input and approval by MDTA.

#### 2.5.2 Modification of Performance Standards

(a) MDTA's Authorized Representative and the Concessionaire Representative shall meet in accordance with Section 2.5.1 to assess, evaluate and discuss whether the Performance Standards achieve the desired objectives of the respective parties. If necessary, the parties shall modify the Performance Standards to the extent necessary based on such review; provided that the Performance Standards may not be modified without the mutual agreement of each of the Concessionaire and MDTA and only in writing.

(b) In the initial sixty (60) day period following the adoption of any new Performance Standard or modification of any existing Performance Standard as provided in Section 2.5.1, Concessionaire shall operate and maintain the Travel Plazas and Leased Premises pursuant to the Performance Standards including any new or modified Performance Standards to test the effectiveness and efficiency of the new or modified Performance Standards. Accordingly, any points deducted pursuant to the new or modified Performance Standards during such sixty (60) day evaluation period shall not count in determining an Event of Default pursuant to Section 14.1 or in the assessment of fines or penalties as may be set forth in the Performance Standards. Prior to the expiration of such sixty (60) day period, MDTA's Authorized Representative and the Concessionaire Representative shall meet to assess, evaluate and discuss whether such new or modified Performance Standards achieve the desired objectives of the respective parties. The parties shall further modify the new or modified Performance Standards to the extent necessary based on such review; provided that the Performance Standards shall not be modified without the mutual agreement of each of the Concessionaire Representative and the MDTA's Authorized Representative.

(c) Any disputes regarding proposed modifications to the Performance Standards or the Key Performance Indicators shall be submitted to the MDTA in accordance with Article XVI provided that unless and until the Performance Standards are so modified in writing the then-existing Performance Standards shall remain in effect.

### 2.5.3 Schedule Review Meetings

Prior to Completion of the Initial Improvements, MDTA and Concessionaire shall meet not less frequently than weekly at such time and place as the parties may mutually agree to review the construction related schedules and any modifications or updates to such schedules and progress of the construction and redevelopment of the Travel Plazas or Leased Premises.

### 2.5.4 Approvals and Consents by MDTA

All provisions in this Lease and Concession Agreement requiring or allowing for consents or approvals by or on behalf of MDTA are intended to be solely for the benefit of MDTA. Except as provided in this Lease and Concession Agreement, any consent or approval provided by MDTA hereunder with respect to the Improvements, Subcontractors or any other matters or items as to which such consent or approval is required is not intended to and shall not be construed to constitute representation or warranty by MDTA as to the quality, sufficiency or compliance with Legal Requirements of any such Improvement, Subcontractor or any such other matter or item.

### 2.5.5 Costs of Services

Subject to the Rights of the Concessionaire in Article XII, Concessionaire shall be solely responsible for payment of all costs and expenses relative to the performance under the Lease and Concession Agreement, regardless of whether any particular provisions hereof expressly so specify, and shall assume the responsibility to perform each and every undertaking, task and activity to construct, redevelop, operate, manage, and maintain the Leased Premises as provided in this Lease and Concession Agreement.

## Section 2.6 Transition from Existing Service Providers and Community Outreach

(a) The plans attached hereto as Exhibit F (as they may be so amended or supplemented from time to time, the “Transition Plans”), and by this definition made a part hereof, and by this reference made a part hereof set forth the Concessionaire’s preliminary plans for the orderly transition of services at the Fueling Facilities and at the Primary Service Facilities at the Travel Plazas from the Existing Service Providers to the Concessionaire. The Transition Plans shall include an outline of potential risks that may result from a disruption of services or other adverse impacts including safety to customers and proposed mitigation strategies for each risk identified. The Transition Plans shall include details regarding the transition from having both Travel Plazas operational to having one Travel Plaza out of service during the period of construction. The Transition Plans shall describe how Concessionaire will address such loss of capacity and the ability to handle the overflow at the other Travel Plaza. Concessionaire shall not materially amend or modify the Transition Plans without MDTA’s prior written consent. MDTA will use diligent efforts to approve or disapprove any such requested amendment or modification following its receipt of such request in writing from Concessionaire. MDTA shall not unreasonably withhold its consent to any such requested amendment or modification, provided, however, that MDTA shall have the right to withhold approval of any such requested amendment or modification for which Concessionaire does not provide adequate justification and supporting data in connection with the written request. Concessionaire shall promptly implement any approved amendments or modifications. Any agreements that Concessionaire

enters into with any of the Existing Service Providers shall reasonably conform to the Transition Plans, as the same may be amended in accordance with this Section.

(b) Concessionaire shall develop the Community Outreach Plan and pursue Community Outreach with MDTA and the affected municipalities and communities in accordance with the Community Outreach Schedule, as the same may be amended from time to time as the Construction Schedule is revised in accordance with this Lease and Concession Agreement. Concessionaire's Plan shall at a minimum contain provisions for the creation and maintenance of a website and other pertinent social media to provide information to the public and affected municipalities and communities regarding the Construction Schedule.

#### Section 2.7 Title to Property

(a) Subject to the provisions of this Lease and Concession Agreement and except as otherwise provided in subsection (b) below, for all real property at each Travel Plaza, including all land, buildings, structures, and Improvements situated thereon, together with all building materials purchased for inclusion therein, except the Fuel Service Equipment and, to the extent contemplated by and pursuant to the terms and conditions of Appendix 1, Section 5.2, all Plans and Specifications, are and will at all times during and after the Term, be owned absolutely by MDTA without further act or deed on the part of any Person. To avoid doubt, this Lease and Concession Agreement grants to Concessionaire the exclusive right to use, operate, and manage the Leased Premises for the Permitted Use and, except as otherwise provided in subsection (b), shall not be interpreted to convey to or allow to exist in favor of any Subcontractor any further rights with respect to, or any title, estate or other interest in and to, any of the aforesaid property. In furtherance of, but without limiting the foregoing, Concessionaire hereby conveys, assigns, transfers and sets over to MDTA, and covenants and agrees to require each Subcontractor pursuant to each Subcontract to convey, assign, transfer and set over to MDTA, any and all such right, title, estate or interest in any such property that is to be owned by MDTA pursuant to the terms of this Lease and Concession Agreement.

(b) All machinery, equipment, furniture now or hereafter located at or affixed to the Leased Premises or otherwise used or usable in connection therewith, all Equipment and Fixtures, Fuel Service Equipment, all contract rights, general intangibles and other tangible and intangible property or rights used on or at the Leased Premises is and shall remain the property of Concessionaire or the appropriate Subcontractor at all times during the Term. At the expiration of the Term all such property permanently affixed to the buildings, structures and Improvements on the Leased Premises and, except as provided in subsection (c) below, all Equipment and Fixtures of Concessionaire and all Equipment and Fixtures each Subcontractor permanently affixed to the buildings, structures and Improvements on the Leased Premises shall be owned by MDTA except for the Fuel Service Equipment, together with all warranties related thereto (other than, for the avoidance of doubt, any information technology systems and any software and related intellectual property related thereto).

(c) Notwithstanding anything to the contrary, Concessionaire and each applicable Subcontractor shall retain ownership of and be entitled to remove (i) Equipment and Fixtures on which there is trade dress or trademarked or proprietary information and/or symbols, or is otherwise subject to trade secret protection regardless of whether the same are generally visible

to consumers on the Leased Premises, (ii) all brand name signage panels located on fixtures, and (iii) certain minor Equipment and Fixtures or expendables for which ownership and removal has been approved by MDTA, in writing. MDTA agrees, upon the request of Concessionaire, to execute and deliver such documents and instruments as Concessionaire shall reasonably request to evidence or confirm Concessionaire's or each applicable Subcontractor's ownership interest in any such Equipment and Fixtures or portions thereof.

### **ARTICLE III** **Leased Space and Improvements**

#### **Section 3.1 "As-Is" Condition**

(a) The MDTA makes no representation or warranty as to the physical and legal condition of the Leased Premises. The Concessionaire agrees to accept possession of the Leased Premises "As-Is" except as expressly noted elsewhere in the Lease and Concession Agreement and the Concessionaire hereby acknowledges and agrees as follows: (i) Concessionaire has carefully inspected and is familiar with the Leased Premises including the Site and its surrounding areas; (ii) Concessionaire is informed regarding all of the conditions affecting the Work to be done and labor and materials to be furnished for completion of the Lease and Concession Agreement, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public service corporations on, over, or under the Site; (iii) Concessionaire's information was secured by personal and other investigation and research; and (iv) the Site is suitable for the purposes for which it is leased.

(b) Except as set forth in Appendix 2, Article IV of this Lease and Concession Agreement, MDTA makes no representation or warranty as to the condition of the Leased Premises. Concessionaire acknowledges that portions of the Sites are used for fuel station operations and for the storage of products and byproducts from those operations, some of which may have been hazardous wastes or petroleum products. As a result of such fuel station uses and activities, petroleum contamination may be present on the Leased Premises. MDTA has provided Concessionaire with Reference Documents showing approximate limits of known petroleum contamination (which include the most recent data available).

#### **Section 3.2 Environmental Impacts with Leased Premises**

Except as otherwise provided in this Lease and Concession Agreement, MDTA shall not be required to mitigate, maintain, remediate nor to make any improvements, repairs or restoration upon or to the Leased Premises. See Appendix 2 Environmental Provisions of this Lease and Concession Agreement.

#### **Section 3.3 Licensing**

The Concessionaire, its Subcontractors, Occupancy Tenants, and their respective Agents shall be licensed as required by applicable Governmental Rules. The Concessionaire shall maintain or cause to be maintained any licensure throughout the duration of the Term as required

under this Lease and Concession Agreement. Concessionaire at no time shall allow any such required licenses or licensure to lapse.

**ARTICLE IV**  
**Representations and Warranties**

Section 4.1 Certain Representations and Warranties of Concessionaire

Concessionaire hereby represents and warrants, as of the date hereof and as of the Effective Date, to MDTA as follows:

(a) Concessionaire is a Florida limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. Concessionaire is qualified to do business in the State of Maryland. Concessionaire's federal taxpayer identification number is 45-2692433.

(b) The execution and delivery of this Lease and Concession Agreement by Concessionaire and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any Governmental Approval on the part of the Concessionaire and (iii) will not violate any provision of Governmental Rules or any orders of any court or any indenture, agreement or other instrument to which Concessionaire is a party or by which Concessionaire is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or lien on any property of Concessionaire.

(c) This Lease and Concession Agreement constitutes the legal, valid and binding obligation of Concessionaire and is enforceable against Concessionaire with all its terms.

(d) All documents, information and materials provided to MDTA by or on behalf of Concessionaire (including the Proposal) were on the date provided, to the Concessionaire's knowledge, true and correct in all material respects.

(e) There is no action, suit or proceeding involving Concessionaire or, to the Concessionaire's knowledge, any of the Equity Owners and to the Concessionaire's knowledge, no events or circumstances exist that could, individually or collectively, reasonably be expected to materially adversely affect its or any of the Equity Owners respective businesses, operations, assets, properties, or financial stability, or the ability of Concessionaire to perform fully its obligations under and as contemplated by this Lease and Concession Agreement.

(f) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity or before or by any Governmental Authority pending against Concessionaire, or to the Concessionaire's knowledge, against any of the Equity Owners that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Lease and Concession Agreement; (ii) the validity or enforceability of this Lease and Concession Agreement; or (iii) the Concessionaire's ability to perform fully the services as contemplated by this Lease and Concession Agreement.

(g) The Organizational Chart attached hereto as Schedule 1, detailing the ownership of all of the Equity Interest is true, accurate and complete.

(h) The management chart attached hereto as Schedule 4.1 setting forth Senior Management and the initial Key Staff is true and accurate in all material respects as of the date hereof.

(i) This Lease and Concession Agreement has been entered into by Concessionaire without fraud or collusion by Concessionaire.

(j) This Lease and Concession Agreement has been entered into by Concessionaire following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of MDTA except as otherwise specifically provided herein; provided that Concessionaire has not conducted any on-site environmental investigation, but is not relying on MDTA with respect to any facts or circumstances that might be uncovered by such investigation.

(k) Neither the Concessionaire nor, to the Concessionaire's knowledge on the date hereof, any of the Equity Owners nor any of their respective Affiliates has bribed or attempted to bribe any officer, agent or employee of MDTA or the State in connection with the Proposal or execution of this Lease and Concession Agreement or paid or agreed to pay any finder's fees, success fees, kickbacks or similar consideration to any Person in connection with the Proposal or execution of this Lease and Concession Agreement. To Concessionaire's knowledge, its Proposal and this Lease and Concession Agreement do not constitute a conflict of interest or breach of ethics under Maryland Law. The Proposal was not made in connection or concert with any other Person known to Concessionaire to be a Proposer (as defined in the RFP).

(l) Neither the Concessionaire nor, to the Concessionaire's knowledge, any of the Equity Owners has employed or retained any Person, other than bona fide employees, advisors, and consultants working solely for Concessionaire or the Equity Owners to solicit or secure this Lease and Concession Agreement, nor has Concessionaire paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, finder's fee, success fee, gift, kickback or any other consideration contingent upon or resulting from the execution of this Lease and Concession Agreement.

(m) Concessionaire has filed all federal, state and local tax returns which it is required to file, if any. Concessionaire has paid or caused to be paid to the respective taxing authorities all taxes as shown on such returns or on any assessments received by it to the extent that such taxes have become due, or has filed a sales tax security bond with respect to the same. Concessionaire knows of no proposed material tax assessment against Concessionaire, and Concessionaire is not obligated by any other agreement, tax treaty, instrument or otherwise to contribute to the payment of taxes owed by any other Person. All material tax liabilities are adequately provided for or reserved against on the books of Concessionaire.

(n) Concessionaire has (i) paid all applicable workers' compensation assessments concerning all previous work done by Concessionaire in the State, if any; (ii) paid all applicable unemployment compensation contributions concerning all previous work done in the State, if any; and (iii) has not been cited for non-compliance with or violations of the Occupational Safety and Health Administration (OSHA) regulations.

(o) The initial Construction Budget and Reinvestment Budget attached hereto as Exhibit G-1 and Exhibit G-2 respectively set forth Concessionaire's reasonable good faith estimate of all of the costs necessary to Complete the Initial Improvements as described in the

Proposal (as the same have been modified since the date of the Proposal) and its reasonable good faith estimate (as adjusted for inflation), for the budget for the Reinvestments during the Term as described in the Proposal (as the same have been modified since the date of the Proposal) and the sources of capital to fund all such costs.

(p) To Concessionaire's knowledge, no funds invested by Concessionaire in the Mandatory Work, the Initial Improvements, the Reinvestments or in performing any of the other services on behalf of Concessionaire constitute the proceeds of any violation of a Legal Requirement.

(q) Concessionaire warrants that neither it nor any of its officers, directors, agents, affiliates, or employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

#### Section 4.2 Certain Representations of MDTA

MDTA hereby represents to Concessionaire as follows:

(a) MDTA is a state agency organized under Transportation Article, Title 4, Annotated Code of Maryland and has full power and authority to execute and deliver this Lease and Concession Agreement and perform any and all of its obligations hereunder.

(b) The execution and delivery of this Lease and Concession Agreement by MDTA and its performance hereunder (i) has been duly authorized by all requisite action, including that of BPW, MDTA Board, the OAG and any other required Governmental Authority, and (ii) will not violate any provision of any Legal Requirement or any agreement by which MDTA is bound.

(c) This Lease and Concession Agreement constitutes the legal, valid and binding obligations of MDTA and is enforceable against MDTA in accordance with its terms subject to Section 13.14.

(d) MDTA has good, valid, marketable, and sufficient title to the Leased Premises.

(e) Except as addressed in Appendix 2, Article IV, there is no action, suit or proceeding at law or in equity, or before or by any Governmental Authority pending, against MDTA or against or with respect to any Travel Plaza that could reasonably be expected to have a material adverse effect on (i) the transactions contemplated by this Lease and Concession Agreement; (ii) the validity or enforceability of this Lease and Concession Agreement; or (iii) MDTA's ability to perform its obligations under and pursuant to this Lease and Concession Agreement.

(f) MDTA provided to Concessionaire, the same information that MDTA received from the Existing Service Providers and upon which MDTA relied to accept corresponding payments from the Existing Service Providers. Nothing contained herein shall be construed as a warranty or guaranty of present or future revenues of Fuel, Automatic Vending, C-Store or Food and Beverage sales volumes or any other business activity.

(g) MDTA makes no representations, warranties or guarantees concerning the traffic volumes experienced at the Travel Plazas currently or in the future or potential impacts such traffic volumes may have on revenue generated at the Travel Plazas currently or in the future.

**ARTICLE V**  
**Reserved Rights of MDTA**

Section 5.1 General

(a) MDTA hereby reserves for itself, its representatives, tenants, licensees and others claiming by or through MDTA and shall at all times during the Term retain the following rights identified in this Article (the “Reserved Rights”): (i) the right to use or to allow any Person to use and access the Leased Premises for any purpose or use that does not interfere or compete with the Permitted Use; (ii) the right to name or otherwise identify the Travel Plazas or any portion thereof from time to time; (iii) the right to enter into arrangements for any and all sponsorships of the Travel Plazas; (v) the right to carry out all environmental remedial activity of MDTA or its contractors if any; (vi) the right to enter upon the Leased Premises and carry out any action to verify Concessionaire’s compliance with any obligation it may have under this Lease and Concession Agreement including boring or sampling to investigate Environmental Conditions; and (vii) any other power, authority, interest, privilege, license, franchise or other right, thing or activity of any kind or nature now known or later developed, provided that in each case the use or exercise of the same does not interfere with or compete with the Permitted Use or more than minimally reduce the available area of the Leased Premises or part thereof, including reducing outside seating areas, pet areas, parking spaces, truck parking, fueling areas and traffic areas or modifying or impeding traffic flow within the Leased Premises; provided that the Reserved Rights shall include and nothing herein shall prohibit MDTA from taking any action or measure or making any alteration to the Leased Premises that MDTA deems necessary to investigate matters relating to, or to protect, public health, safety and welfare on the Leased Premises.

(b) MDTA and its representatives, tenants, licensees and others claiming by and through MDTA, in connection with the use or exercise of a Reserved Right shall have all necessary access rights and may keep and store at appropriate locations on the Leased Premises all necessary materials, tools, supplies, equipment and vehicles in a reasonably neat and orderly fashion so as not to interfere with the Permitted Use as set forth in Section 8.2. To the extent practicable, MDTA shall provide reasonable advance notice to Concessionaire of any such exercise of Reserved Rights.

(c) The reservation of any Reserved Rights shall not be deemed to (i) impose any obligation on MDTA to do so; (ii) render MDTA liable to Concessionaire or any other Person for the failure to do so; or (iii) relieve Concessionaire of any obligations under this Lease and Concession Agreement.

(d) In the event MDTA’s exercise of its Reserved Rights negatively impacts Concessionaire’s net operating income, MDTA shall reduce Concessionaire’s Monthly Payments



to restore the Concessionaire to the same after-tax economic position that the Concessionaire would have been if MDTA's exercise of that right would not have occurred.

### Section 5.2 Rules and Regulations

MDTA reserves the right to adopt, from time to time, policies, rules and regulations regarding the Travel Plazas or the Leased Premises and regarding notification procedures. MDTA shall negotiate in good faith with Concessionaire should such change impact operations at the Travel Plazas. Concessionaire agrees to promptly, fully and faithfully comply with all such policies, rules and regulations and require all Concessionaire's agents, employees, subconcessionaires, partners, Equity Owners, contractors, licensees and invitees to promptly, fully and faithfully comply with the same. Such policies, rules and regulations shall be enforceable by MDTA in the same manner and with like effect as though such policies, rules and regulations were set forth in full herein, and a default in such compliance shall conclusively be deemed an Event of Default in the terms and conditions of this Lease and Concession Agreement. MDTA reserves the right to modify or amend such policies, rules and regulations which, in MDTA's reasonable judgment, are necessary for the safety, reputation, care or cleanliness of the Travel Plazas or any part thereof and for preservation of good order therein. Unless imminent danger or peril to persons or property dictates otherwise, copies of such policies, rules and regulations and any amendments or modifications thereof will be sent to Concessionaire at least thirty (30) days before the date they are to become effective. Concessionaire shall be responsible to cause Concessionaire's agents, employees, subconcessionaires, partners, Equity Owners, contractors, licensees and invitees promptly, fully and faithfully to observe all such amendments or modifications or new policies, rules and regulations. In addition to its compliance with all policies, rules and regulations, Concessionaire shall ensure that at all times its activities conducted within the Leased Premises are not a Prohibited Use. Concessionaire shall indemnify and hold harmless MDTA from any damages or expenses to Concessionaire or its agents, employees, subconcessionaires, partners, Equity Owners, contractors, licensees and invitees that result from MDTA's compliance with any Governmental Rules.

### Section 5.3 Reserved Rights Not Considered Gross Revenues

All revenue generated or received as a result of the exercise or use of any Reserved Rights shall inure solely to the benefit of MDTA and/or the State and shall not constitute or be considered in the calculation of Gross Revenues.

### Section 5.4 MDTA Access and Inspection

MDTA and its representatives shall be entitled, at all reasonable hours, to enter and examine the Leased Premises for any and all purposes including, without limitation, (a) enforcement and verification of Concessionaire's compliance with this Lease and Concession Agreement and with all pertinent Governmental Rules (including, without limitation, Environmental Laws), the state of maintenance and repair of the Leased Premises by Concessionaire (including Improvements, Equipment, Concessionaire Contamination, and for such other purposes as may reasonably be determined by MDTA in connection with protection of the Leased Premises and the environment); (b) to provide general tours of the Leased

Premises; and (c) in connection with any maintenance, operation, repairs to contamination and utility systems on the Leased Premises, including without limitation, electrical, stormwater and sewer. MDTA shall give reasonable prior notice thereof to Concessionaire (except in the event of an emergency in the opinion of MDTA acting reasonably). Subject to MDTA's reasonable cooperation with Concessionaire and except in the event of an emergency in the opinion of MDTA acting reasonably, MDTA's exercise of its rights in this Section 5.4 shall not unreasonably interfere with Permitted Use and shall be subject to Concessionaire's reasonable security and safety procedures for the Leased Premises. Concessionaire shall provide to MDTA prior written notice of all such procedures. The failure of MDTA to notify Concessionaire of any necessary maintenance or repair shall not relieve Concessionaire of its obligation to so maintain and repair. The right to inspect reserved to MDTA hereunder shall impose no obligation on MDTA to make inspections to ascertain the condition of the Leased Premises, and shall impose no liability upon MDTA for failure to make such inspections or for failure to discover any defect in the condition of the Leased Premises.

## **ARTICLE VI** **Term**

### Section 6.1 Term

The term of this Lease and Concession Agreement shall commence on 12:00 a.m. on the Effective Date and shall end at 11:59 p.m. on September 16, 2047 (the "Term").

## **ARTICLE VII** **Payments to MDTA**

### Section 7.1 Monthly Payments

(a) Concessionaire shall pay to MDTA, or as directed by MDTA, Monthly Payments as provided for in Concessionaire's Payment Schedule, Exhibit D. If Concessionaire subcontracts any of its obligations under this Lease and Concession Agreement as may be permitted by MDTA under this Lease and Concession Agreement, Monthly Payments shall continue to be computed on the basis of Gross Revenues, the number of gallons of Fuel sold and other revenue generated by the operation of the Travel Plazas, and, except as otherwise provided in the definition of Gross Revenues, shall not be based upon commissions paid by any such Subcontractor to Concessionaire. Monthly Payments shall be paid in accordance with Section 7.2. MDTA shall have no obligation to send to Concessionaire any invoice for Monthly Payments, provided, however, that if MDTA elects in its sole discretion to send any such invoice to Concessionaire, same shall not (i) require or obligate MDTA to send to Concessionaire any such invoice at any subsequent time or (ii) change or extend the following due date for the payments of the Monthly Payments.

(b) The Concessionaire shall pay to the MDTA, on a monthly basis, Revenue Payments for each Travel Plaza in accordance with Concessionaire's Payment Schedule, Exhibit D.

Section 7.2 Payments/Late Charges

(a) Payment of the Monthly Payment due under this Lease and Concession Agreement shall be made to the MDTA no later than the twentieth (20<sup>th</sup>) calendar day of the month during the Term following the month for which Gross Revenues are collected and calculated, and for which Fuel is sold. Additional Payment shall be payable twenty (20) days after demand by the MDTA. All Revenue Payments must be paid by Automated Clearing House (“ACH”), wire transfer of current funds, bank cashier’s check or other acceptable method, in U.S. Dollars, payable to the Maryland Transportation Authority, and be mailed or delivered to (unless otherwise specified by the MDTA):

Maryland Transportation Authority  
Chief Financial Officer-Accounts Receivable Department  
2400 Broening Highway, Suite 115  
Baltimore MD 21224

or pursuant to wiring instructions provided by the MDTA.

(b) Each payment of Revenue Payment shall be made promptly when due and payable, without demand, and without any deduction, setoff, offset or recoupment whatsoever. By the twentieth (20<sup>th</sup>) day of each month, Concessionaire shall submit in such form as the MDTA may require an operating statement for the Travel Plaza in question for the preceding calendar month prepared in accordance with GAAP consistently applied and certified by the Chief Financial Officer of Concessionaire or any other officer of Concessionaire who has been duly authorized to certify such statements. Such statements shall be accompanied by calculations showing the determination of such amount in reasonable detail and such other documentation necessary to verify such calculations as the MDTA may reasonably request.

(c) If the Concessionaire should fail to pay Revenue Payments when due and payable, the Concessionaire shall pay to the MDTA as Additional Revenue Payment, a late payment fee on the amount due payable at the Default Rate for each day that the payment is late and as applicable, interest on such amount.

Section 7.3 Gross Revenue

(a) The Concessionaire shall not enter into any agreements, including, but not limited to, a master lease or sublease of all or any portion of the Leased Premises, or other similar arrangement, the purpose or effect of which is to reduce the Gross Revenues, revenues and receipts from Fuel, or other revenues or receipts, and therefore the Revenue Payment that the MDTA would otherwise be entitled to receive under this Article VII and the remaining provisions of this Lease and Concession Agreement, without the consent of the MDTA, in its sole and absolute discretion. The Concessionaire further covenants to use all commercially reasonable efforts to collect Gross Revenues, all revenues and receipts from Fuel sales, and all other revenues and receipts generated at the Leased Premises in a timely manner and not to unreasonably delay or defer the due date or the collection thereof with the intent of decreasing or deferring to another Lease Year the Revenue Payment due in any Lease Year.

(b) In no event shall the payments to the MDTA be less than the Revenue Payment identified in Concessionaire's Payment Schedule, Exhibit D.

#### Section 7.4 Net Lease

This Agreement is a "net lease" and, accordingly, anything in this Lease and Concession Agreement to the contrary notwithstanding, the MDTA shall receive the Revenue Payment and all other payments to be made by the Concessionaire hereunder free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever. The Concessionaire's obligation to pay Revenue Payment under this Lease and Concession Agreement shall not be affected by reason of any prohibition, limitation or prevention of the Concessionaire's use, occupancy or enjoyment of the Leased Premises. The parties intend that the obligations of the Concessionaire under this Lease and Concession Agreement shall be separate and independent covenants of the Concessionaire which are not conditioned upon the MDTA fulfilling any obligations hereunder.

#### Section 7.5 Reporting

Within ninety (90) days following the end of each Lease Year during the Term, Concessionaire shall provide MDTA with certified statements of Gross Revenues, monthly sales reports, the number of gallons of Fuel sold for such Lease Year in form and substance reasonably satisfactory to MDTA together with an Acknowledgement thereto. All such certified statements shall be audited by an independent certified public accountant hired and paid by Concessionaire. The audits shall be performed in accordance with generally accepted auditing standards. Upon written request from MDTA to Concessionaire, Concessionaire shall provide information on those items excluded under the definition of Gross Revenues if, but only if, Concessionaire maintains records on such items. While it is the intent of MDTA to rely on information provided by Concessionaire, (i) MDTA, either directly or through its agents, shall have the right, subject to the provisions of Article X to independently audit books, accounts and records pertaining to this Lease and Concession Agreement of Concessionaire or any Subcontractor and (ii) Concessionaire will authorize the independent certified public accountant to allow MDTA to review the working papers of the independent certified public accountant pertaining to this Concession Agreement. Subject to manifest error and Article X, (A) if any audit by Concessionaire's independent certified public accountant for any calendar month or in the aggregate for any Lease Year indicates that the Monthly Payment paid to MDTA for such calendar month shall be less than that actually owed by Concessionaire to MDTA, Concessionaire shall pay to MDTA the amount of the difference between the amount paid and the amount actually owed to MDTA, together with interest at the legal rate from the original due date therefor until paid in full, and (B) if any audit by Concessionaire's independent certified public accountant shall indicate that the Monthly Payment paid by Concessionaire for such calendar month or in the aggregate for any Lease Year shall be more than that actually owed by Concessionaire to MDTA, MDTA shall provide Concessionaire with a credit for such amount against the next Monthly Payment(s) (or refund such amount if the Term has ended and Concessionaire has no further obligations to MDTA).

**ARTICLE VIII**  
**General Covenants of Concessionaire**

Section 8.1 Operation of Travel Plazas

Concessionaire shall operate the Travel Plazas in compliance with this Lease and Concession Agreement and the Performance Standards. Concessionaire shall use commercially reasonable efforts to maximize the number of gallons of Fuel sold and the Gross Revenues.

Section 8.2 Permitted Use

During the Term, the Leased Premises and the Improvements shall be used and occupied by Concessionaire only for the Permitted Use and for no other uses or purposes, without the prior written consent of MDTA, in its sole discretion; provided that Concessionaire shall have the exclusive right during the Term to use the Leased Premises and the Improvements for the Permitted Use.

Section 8.3 Repairs, Alterations and Improvements

Except for work contemplated by the Initial Improvements or in connection with Reinvestment or Restoration pursuant to Appendix 1, Construction Provisions hereof, Concessionaire may not demolish the Travel Plazas or any portion thereof, nor make any structural or subsurface repairs (other than ordinary and routine maintenance, changes, alterations or additions thereof or thereto, including remodeling or updating of any concept by any Major Subcontractor), without obtaining on each occasion the prior written approval of MDTA. All such demolition, repairs, changes, alterations or additions (if required to be approved by MDTA) shall (a) be completed in accordance with detailed plans and specifications prepared in accordance with the applicable provisions of Appendix 1, Construction Provisions and approved by MDTA, (b) be made only following the issuance of a NTP therefor by MDTA, (c) be performed in a good and workman-like manner using components and materials and construction of their respective kind for the purposes intended and in accordance with all applicable Legal Requirements of grade consistent with similar projects, (d) be made only by Subcontractors, (e) be made at Concessionaire's sole expense, (f) be performed with as minimal inconvenience as possible to the motoring public, and (g) become part of the Travel Plazas. Promptly following the completion of such demolition, repairs, changes, alterations or additions approved by MDTA, Concessionaire shall provide to MDTA a certificate from Concessionaire and a licensed engineer, architect or landscape architect (as applicable) reasonably acceptable to MDTA, in form and substance reasonably acceptable to MDTA, to the effect that all such work has been completed in accordance with all applicable Legal Requirements, the Concessionaire's Construction Drawings and the NTP therefore.

Section 8.4 Maintain Existence

Concessionaire shall preserve and maintain its existence, rights and privileges in the jurisdiction of its organization and qualify and remain qualified in each jurisdiction in which such qualification is necessary in view of its business and operations.

Section 8.5 Licenses, Permits, Taxes and Fees

(a) It shall be the sole responsibility (including financial responsibility) of Concessionaire to obtain and maintain and comply with, at its sole cost and expense, any and all applicable permits, certifications, licenses and Governmental Approvals in connection with the use, nonuse, construction, maintenance, use, operation and occupation of the Leased Premises and/or the Improvements, including those necessary for water, sewer, storm drainage and septic systems and any and all other approvals needed or necessary from any Governmental Authority and such other permits and/or approvals as Concessionaire reasonably deems necessary and/or required to enable Concessionaire to construct, operate and maintain the Leased Premises; provided that MDTA shall cooperate, at no cost to MDTA, in obtaining all such Governmental Approvals as provided in Appendix 1, Construction Provisions.

(b) Concessionaire shall timely pay all taxes, payments in lieu of taxes, and fees imposed with respect to the use and occupancy of the Leased Premises and the performance of its obligations and duties under this Lease and Concession Agreement, including, without limitation, any documentary or other transfer or sales taxes, property or possessory interest taxes, and any business taxes imposed with respect to the obligations and duties under this Lease and Concession Agreement. MDTA reserves the right, without being obligated to do so, to pay the amount of any such taxes not timely paid by Concessionaire, and thereafter, upon demand from MDTA that Concessionaire reimburse MDTA therefore, to require said sum to be due and payable by Concessionaire to MDTA as Additional Payment. If Concessionaire wishes at any time to dispute the lawfulness, applicability or amount of any taxes, it must do so with the governmental agency imposing the tax. MDTA hereby notifies Concessionaire that the interest transferred to Concessionaire pursuant to this Lease and Concession Agreement may be subject to property or possessory interest taxes and Concessionaire may be subject to payment of property or possessory interest taxes levied on such interest.

Section 8.6 Compliance with Legal Requirements

During the Term, Concessionaire shall comply with, conform to, and obey any and all applicable Legal Requirements which in any way affect or relate to the Permitted Uses and the Leased Premises, including (a) the use, nonuse, construction, maintenance, operation or occupation of the Leased Premises, (b) Fuel Service, (c) the storage, preparation, cooking, serving, holding and warehousing of Food and Beverage Items, Automatic Vending Items, and C-Store Items; (d) all matters relating to Employees of Concessionaire, and (e) all applicable Legal Requirements. Concessionaire shall be responsible for the failure of any Subcontractor to comply with, conform to, and obey any and all applicable Legal Requirements pursuant hereto. Without limiting the generality of the foregoing, from and after the Effective Date, Concessionaire shall provide all applicable health, safety and environmental safeguards for operations of the Travel Plazas, including the Fuel Service and Food and Beverage Service that are required pursuant to applicable Legal Requirements to protect the health, safety and welfare of the public, employees, MDTA and its employees and any MDTA Representatives and any of the State's Representatives in accordance with all applicable Legal Requirements. Concessionaire shall bear the sole risk of all present or future Legal Requirements affecting the Leased Premises and the Permitted Use and MDTA shall not be liable for (nor suffer any

reduction in any payments due to MDTA hereunder on account of) the enactment or enforcement of any Legal Requirement.

#### Section 8.7 Notice of Violations

Concessionaire shall provide MDTA with copies of any violations, citations, suits, regulatory proceedings, or prosecutions, received by or commenced against Concessionaire or any Subcontractor in connection with the performance of its obligations under or pursuant to this Lease and Concession Agreement sent, instituted or delivered by or in connection with any Governmental Authority or other third party, within ten (10) days of Concessionaire becoming actually aware of any such claims.

#### Section 8.8 No Interference with or Danger to Roadways

Concessionaire shall maintain and control the Leased Premises in such a manner that neither Concessionaire nor any Subcontractor shall adversely interfere with the activities of MDTA at the Leased Premises (including the exercise of any Reserved Rights) or on the Roadways, or intentionally impede or endanger the safe and orderly flow of traffic in and along the Roadways. Promptly as informed by the police of jurisdiction, Concessionaire agrees to cease and desist from usages or practices or from the causing of or the maintenance of a condition represented by MDTA to constitute a hindrance or danger to such safe and orderly flow of traffic on the Roadways.

#### Section 8.9 Bonding Requirements

##### 8.9.1 Bond Requirements

(a) The Bonds shall be issued and executed by a surety authorized to transact business in Maryland. Written evidence of how any excess suretyship has been placed by the surety signing the Bonds must accompany the Bonds. If the surety on the Bonds is declared bankrupt or becomes insolvent, or loses its right to transact business in the State of Maryland, or the Bonds are terminated or said surety elects not to renew the Bonds due to no fault of Concessionaire, Concessionaire shall immediately substitute other Construction Bonds, as applicable, and surety, subject to the requirements set forth in this Section. At any time, but in any event, at least sixty (60) days (or such other longer period as may be required pursuant to applicable Legal Requirements) prior to the expiration of the Construction Bonds, Concessionaire may seek MDTA's consent to switch issuers of the Construction Bonds, provided that the prospective issuer and required Bonds shall comply with this Section and no Event of Default shall then exist.

(b) Concessionaire shall require the attorney in fact who executes the required Bonds on behalf of the applicable surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power. Concessionaire shall notify MDTA in writing of all material, non-confidential communications with the Surety involving claims against the Bonds.

### 8.9.2 Construction Bonds

(a) Initial Improvements & Mandatory Work. On or prior to the commencement of any construction work with respect to any Initial Improvements and Immediate Repairs at any Travel Plaza, Concessionaire shall provide Payment and Performance Bonds (“Construction Bonds”) for such work at such Travel Plaza in an amount equal to the contract sum under the applicable contract. Acceptable security for Construction Bonds includes bonds in the form of Exhibits C-1 and C-2, underwritten by a surety company authorized to do business in Maryland; a bond provided by an individual surety that meets the requirements of Code of Maryland Regulations 21.06.07; a bank certified check, bank’s cashier’s check, bank treasurer’s check, or trust account; pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State; an irrevocable letter of credit in a form satisfactory to the OAG and issued by a financial institution approved by the State Treasurer or bond in a form otherwise satisfactory to the State and OAG and underwritten by a surety company authorized to do business in the State. All such bonds shall have as obligees the Concessionaire, the State of Maryland, and MDTA.

(b) Reinvestments and other Improvements. On or prior to the commencement of any construction work with respect to any Reinvestments and other Improvements at any Travel Plaza, Concessionaire shall provide Payment and Performance Bonds (“Construction Bonds”) for such work at such Travel Plaza in an amount equal to the contract sum under the applicable contract. For all work over \$250,000, Concessionaire shall provide Construction Bonds. Acceptable security for Construction Bonds includes bonds in the form of Exhibits C-1 and C-2, underwritten by a surety company authorized to do business in Maryland; a bond provided by an individual surety that meets the requirements of Code of Maryland Regulations 21.06.07; a bank certified check, bank’s cashier’s check, bank treasurer’s check, or trust account; pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State; an irrevocable letter of credit in a form satisfactory to the OAG and issued by a financial institution approved by the State Treasurer or bond in a form otherwise satisfactory to the State and OAG and underwritten by a surety company authorized to do business in the State. All such bonds shall have as obligees the Concessionaire, the State of Maryland, and MDTA.

### Section 8.10 Payment to Construction Subcontractors

Concessionaire shall pay for all work performed on the Leased Premises with respect to the Initial Improvements as set forth in the applicable Improvements Plan. Concessionaire shall make timely payments to Subcontractors.

### Section 8.11 Explosives, Flammable Liquids, Smoke, Odors, Etc.

Except as allowed pursuant to the Permitted Use, Concessionaire shall not use or keep or permit to be kept within the Leased Premises any materials or substances of a flammable or explosive nature except in accordance with Legal Requirements.

### Section 8.12 No Liability of MDTA

Concessionaire agrees that MDTA shall not be responsible or liable to the General Contractor or any of the Subcontractors for any loss or damage that may be occasioned by or



through the acts or omissions of Persons traveling along the Roadways or occupying or visiting the Leased Premises. MDTA shall not be liable for any loss or damage to Persons or property resulting from any accident, theft, vandalism or other occurrence on the Leased Premises.

Section 8.13 Damage, Nuisance, Etc.

Except as otherwise provided pursuant to this Lease and Concession Agreement, Concessionaire shall not, either with or without negligence, injure, overload, deface, damage or otherwise cause physical damage to the Roadways, any of MDTA's property, the Travel Plazas, the Leased Premises, or any part or component of any of the foregoing.

Section 8.14 Continuation of Services During Unavoidable Delays

In the event of an Unavoidable Delay affecting Concessionaire's ability to pursue completion of any portion of the Improvements, Concessionaire shall remain obligated to continue work on all other portions of the Improvements and delivery of all Services that are not affected by such Unavoidable Delay.

**ARTICLE IX**

**Specific Covenants and Provisions Relating to Operations and Maintenance**

Section 9.1 General

Concessionaire shall develop an Operations and Maintenance Plan in the form of Exhibit H as may be so amended or supplemented from time to time. The Operations and Maintenance Plan broadly encompasses the specific operations and maintenance functions that Concessionaire is required to perform throughout the Term of the Lease and Concession Agreement. Some plans that comprise the Operations and Maintenance Plan include the Maintenance Custodial Plan, Grounds Maintenance Plan, Landscape Plan, Snow and Ice Removal Plan, Emergency Maintenance and Repairs Plan, Site Employment and Resource Allocation Plan, Safety and Security Plan, and Retail and Commercial Providers.

Section 9.2 Retail Sales Rights

Commencing on the Transfer of Operations, Concessionaire shall have the exclusive right to (i) provide the Fuel Service and C-Stores at the Travel Plazas and the Food and Beverage Service and automatic vending at the Travel Plazas, (ii) sell and provide Fuel at the Travel Plazas and Food and Beverage Items, Automatic Vending Items, C-Store Items and Automotive Products at the Travel Plazas except as may be prohibited by Section 9.10; (iii) and sell at the Travel Plazas food, beverage, Fuel, motor oil, automotive products, gifts, candy, snacks, magazines, books, health and beauty aids, sundries, first aid products, tobacco products, sunglasses, electronics, travel aids, and all other products or services sold at roadway travel plazas, restaurants, and convenience stores except as may be prohibited by Section 9.10 or otherwise prohibited by this Lease and Concession Agreement.

### Section 9.3 Performance Standards

Concessionaire shall, throughout the Term, at its sole cost and expense, operate and maintain the Travel Plazas and Leased Premises in accordance with the terms and provisions of this Lease and Concession Agreement and the Performance Standards as identified in Exhibit E. The MDTA's Authorized Representative shall at any and all times be entitled to enter and inspect the Travel Plazas and the entire property perimeter of the Leased Premises, to ensure compliance by Concessionaire with the provisions of this Lease and Concession Agreement and of the Performance Standards.

### Section 9.4 Maintenance Standards

#### 9.4.1 General

Concessionaire shall, at its sole cost and expense, maintain the Travel Plazas and the Leased Premises in a clean and sanitary condition in accordance with the Performance Standards, the other Sections of this Article IX and applicable Legal Requirements and conduct, at its sole cost and expense, in a good and workmanlike manner, including all maintenance (preventative and recurring), repair or replacement operations that may be required to the interior and exterior premises of the Travel Plazas in accordance with this Article IX to the extent provided for therein. Without limiting the foregoing, Concessionaire shall also require all Subcontractors to follow all maintenance standards set forth in their franchise requirements or require them to adopt maintenance standards consistent with the requirements of this Lease and Concession Agreement.

#### 9.4.2 Annual Maintenance Escrow Account

Concessionaire shall pay or cause to be paid into an escrow account an amount equal to (i) one percent (1%) of Gross Revenues for the preceding month and (ii) \$0.0075 per gallon of Fuel sold for the preceding month in accordance with the terms of Exhibit G-2. If there is a dispute with respect to the existence of an Event of Default or Termination of this Lease and Concession Agreement, during such period of dispute Concessionaire shall continue all necessary funding of the escrow account and disbursements for completed work, regardless of whether an alleged default or Event of Default shall then exist. The escrow agreement shall provide that upon an Event of Default and Termination of this Lease and Concession Agreement, MDTA will be granted rights to direct payment from the escrow account for the benefit of Subcontractors for work to be completed as well as for any work needed to be completed on any Travel Plazas at the time of the Termination of this Lease and Concession Agreement following such Termination. Pursuant to the escrow agreement, reports of escrow activity will be provided to MDTA. The escrow agreement will specifically restrict payment out of the escrow account such that amounts distributed therefrom will be used for the purposes stated in Exhibit G-2 and for no other purpose other than distribution of any remaining balance to MDTA, if any, upon expiration of the Term of this Lease and Concession Agreement.

## Section 9.5 Fuel and Oil Operations

### 9.5.1 Availability

Fuel Service shall be provided at each Travel Plaza on a 24/7/365 basis, except (i) during the period of construction of the Initial Improvements on the Leased Premises, and (ii) the event of an emergency (including a Fuel spill or temporary failure of operation of the Fuel Service Equipment), force majeure, power-outage (not due to the failure of any emergency generator) or release or discharge of any Hazardous Materials and subject to any applicable Legal Requirements, each as may restrict MDTA or Concessionaire from operating on a 24/7/365 basis. Fuel Service shall at all times include a minimum of one grade of regular unleaded Gasoline commonly known as “Regular”, one grade of mid-grade unleaded Gasoline commonly known as “Mid-Grade”, and one grade of high-octane unleaded Gasoline commonly known as “Premium”. In addition, Fuel Service shall include one grade of Diesel fuel at the Travel Plazas. All Gasoline and Diesel formulations shall be compliant with all Legal Requirements. If at any time during the Term, Legal Requirements or other factors should preclude a specific Gasoline or Diesel formulation from being sold at the Travel Plazas, MDTA shall have the right, upon written request from Concessionaire, to approve a change in the types of Gasoline required to be sold at the Travel Plazas.

### 9.5.2 Self Service and Assisted Fueling

Fuel Service shall be provided on a self service basis, provided that Concessionaire, at its election, may also provide full service at any of the Travel Plazas and shall, at no additional cost, at all times provide for “assisted fueling” Fuel Service at all Travel Plazas for patrons requesting or requiring such assistance and shall provide clear and conspicuous signage directing patrons as to how and where to receive “assisted fueling” Fuel Service. There shall be at all times an adequate supply of window washing equipment (including washer fluid), towels for checking oil levels, adequate supplies of items necessary for patrons to add their own motor oil to their automobiles and such other services and items as may be proposed by Concessionaire in accordance with the Performance Standards.

### 9.5.3 Air and Water

Air, air gauges and water shall be made available at all times free of charge to the public in accordance with the Performance Standards and applicable Legal Requirements.

### 9.5.4 Prices of Fuel

Prices charged at the Service Areas for Fuel shall be determined in accordance with Schedule 9.5 attached hereof. Upon mutual agreement, Schedule 9.5 may, from time to time, be amended, altered, supplemented and/or replaced. MDTA and Concessionaire agree that Concessionaire may increase or decrease the prices per gallon for any grade of Gasoline and Diesel in accordance with Schedule 9.5 without MDTA’s consent.

### 9.5.5 Pump Meter Readings and Tank Inventories

Concessionaire shall prepare and provide MDTA Pump Meter Readings and Tank Inventories or such other reports as the parties may mutually agree for each Travel Plaza. Concessionaire shall use commercially reasonable efforts to have all Pump Meter Readings and

Tank Inventories prepared in generally accepted electronic formats and displays to facilitate MDTA's ability to use and analyze the information contained therein. All such information shall be provided electronically to MDTA in summary form within five (5) Business Days of the end of any month. All print-outs shall be clear and legible. The Fuel delivery summary component of the Pump Meter Readings shall include only those Fuel deliveries which are made in the actual period of time occurring between official pump meter readings.

#### 9.5.6 Emergencies and Fuel Shortages

In the event of emergency, Fuel shortage, or regulations or restrictions of Governmental Authorities that may or in fact do affect Fuel Service operations as contemplated by this Lease and Concession Agreement, Concessionaire covenants and agrees to reasonably cooperate with MDTA and to assist in any commercially reasonable manner in serving the motoring public as may be deemed necessary by MDTA in its sole discretion.

#### 9.5.7 Alternative Fuel Technology

(a) Upon the development and availability of technology for the delivery of Alternative Fuel and products for distribution on a large scale basis, Alternative Fuel technologies and products shall be incorporated into each of the Travel Plazas. At a mutually agreeable time, these technologies and products shall be introduced at each of the Travel Plazas, at the direction of the State or MDTA subject to the restrictions provided herein and provided that Concessionaire shall have no obligation to provide such Alternative Fuels to the extent the same are not technically and/or commercially practicable. Prior to the sale of any such Alternative Fuels, MDTA and Concessionaire shall agree in good faith in writing upon the price of such Alternative Fuels and the methodology for reviewing and adjusting prices of same during the Term. Prior to the sale of any such Alternative Fuels, MDTA and Concessionaire shall agree in good faith in writing upon the methodology to calculate Additional Payments.

(b) Notwithstanding anything to the contrary contained herein, in the event that Concessionaire believes in good faith that the sale of any such Alternative Fuels is not technically and/or commercially practicable, then, promptly following receipt of MDTA's notice regarding the sale of such fuels, Concessionaire shall so notify MDTA in writing (which notice shall include a reasonably detailed basis for Concessionaire's position). The parties agree to meet to discuss same in good faith following receipt of Concessionaire's notice in order to achieve a resolution of this issue.

(c) MDTA may require the fuel service stations located at the Travel Plazas to sell a blend of fuel that is at least 5% biodiesel fuel or other biofuel approved by the EPA as a fuel or fuel additive or approved under the EPA Renewable Fuels Standard 2 Program.

### Section 9.6 Food and Beverage Menus and Pricing at Travel Plazas

Concessionaire covenants and agrees that the prices for the sale of Food and Beverage Items at the Travel Plazas shall be reasonably priced within similar locations. If MDTA deems the prices charged for the sale of Food and Beverage Items at the Travel Plazas to not be reasonably priced, then MDTA will request that Concessionaire perform a Price Sweep at Concessionaire's sole cost and expense to provide justification for the prices charged for Food

and Beverage Items at the Travel Plazas. Any disputes regarding prices charged shall be resolved under Article XVI.

#### Section 9.7 C-Stores

Concessionaire shall construct, operate and maintain C-Stores at the Travel Plazas consistent with the Improvements Plan and the Performance Standards. All C-Store Items shall be reasonably competitively priced against similar products sold at other similar convenience store operations in the area. If MDTA deems the prices charged for the sale of C-Store Items at the Travel Plazas to not be reasonably priced, then MDTA will request that Concessionaire perform a Price Sweep at Concessionaire's sole cost and expense to provide justification for the prices charged for C-Store Items at the Travel Plazas. Any disputes regarding prices charged shall be resolved under Article XVI.

#### Section 9.8 Quality

Concessionaire and Subcontractors shall sell only Food and Beverage Items, Automatic Vending Items and the C-Store Items at the Travel Plazas that comply with all applicable Performance Standards and with all applicable Legal Requirements.

#### Section 9.9 Sale of Maryland Products

Concessionaire shall use commercially reasonable efforts to purchase, sell and feature local, Maryland produced products (excluding ingredients for other products) such as those produced by Maryland artisans, made or homegrown in Maryland, or Maryland logoed products promoting the State, its attractions or sports teams, as such products may be commercially viable. If such products are not commercially viable at the Travel Plazas, Concessionaire may substitute other products.

#### Section 9.10 Prohibited Items to Be Sold

Notwithstanding anything contained in Section 9.2 to the contrary, Concessionaire shall not sell or allow the sale or consumption of any intoxicating or alcoholic beverages or any fermented ale, wine, liquor or spirits in any part of the Travel Plazas. None of the following may be sold at any of the Travel Plazas: (a) adult magazines, (b) sex toys, (c) fireworks, (d) illegal drugs, (e) rolling papers, (f) bongos or other drug paraphernalia, (g) weapons of any kind; (h) any products or services considered similar to the items listed in clauses (a) through (g) of this Section 9.10 or (i) any product or service prohibited by any applicable Legal Requirement.

#### Section 9.11 Smoking

Concessionaire shall not allow smoking or consumption of tobacco of any kind (including cigarettes, cigars, pipes or smokeless tobacco) at any time inside the Primary Service Facility, Fueling Facilities or any other facilities, in close proximity to any Fuel Service 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.

### 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

disapprove any such request within sixty (60) Business Days following its receipt of such from Concessionaire. Concessionaire shall promptly implement any approved request.

(b) If public telephone service is no longer available, Concessionaire shall provide to the public, at no cost to MDTA, a wireless phone option for emergency phone calls.

#### Section 9.15 Wireless Internet Service

Following Completion of the Initial Improvements on Leased Premises, Concessionaire shall provide wireless internet service to the public at all Travel Plazas throughout the Term. There shall be no cost to the public in connection with its use of a wireless internet service.

#### Section 9.16 Advertising

Concessionaire, at its sole cost and expense, shall use commercially reasonable efforts to actively market, promote, advertise and publicize its business operations at the Travel Plazas pursuant to a detailed marketing plan reasonably approved in advance by MDTA, as such plan may exist from time to time during the Term. Such plan shall set forth all of Concessionaire's intended marketing, promotional and advertisement activities with respect to the Travel Plazas for the applicable time period in question. MDTA shall approve or disapprove any plan within thirty (30) Business Days following its receipt of same prepared in accordance with the provisions hereof by Concessionaire; provided that Concessionaire shall be authorized to act on any such plan if the same is not disapproved within such thirty (30) Business Day period unless other Governmental Approvals are required by Legal Requirements. MDTA's approval of such plan shall not be unreasonably withheld. Following any disapproval by MDTA, Concessionaire and MDTA agree to cooperate with one another to address and resolve MDTA's concerns as soon as reasonably possible. Such plan (once approved by MDTA) shall be updated by Concessionaire as Concessionaire deems necessary or appropriate with MDTA's reasonable prior written approval. Such plan (once so approved) only may be amended, modified, supplemented and/or replaced with MDTA's prior written consent. No Subcontractor shall market, advertise, promote or publicize its business operations specifically at the Travel Plazas except in accordance with the approved marketing plan. Without limiting the generality of the foregoing, Concessionaire may not under any circumstance advertise any service, product or concept at a given Travel Plaza that is not permitted and available at such Travel Plaza. Concessionaire shall not use the trademarks, symbols or trade name or names of MDTA, the State or any agency of the State, directly or indirectly, in connection with any commercial production, promotion, service or publication, without the prior written approval of MDTA and the State. Nothing in this paragraph requires MDTA to review and approve a marketing or advertising campaign that is not specific to the Travel Plazas. Any promotion (including discounts and coupons) offered by any Subcontractor in Maryland shall be accepted at the Travel Plazas by such Subcontractor.

#### Section 9.17 Truck Parking

Following Completion of the Initial Improvements on the Leased Premises, Concessionaire agrees to use reasonable efforts to keep trucks away from the front of the Travel Plazas and confine truck parking to the designated Truck Parking Areas that are designated on

the Improvements Plan or as otherwise agreed to by MDTA; provided that reasonable efforts shall include notifying the police with jurisdiction of any violation of such requirements and the posting of conspicuous “No Truck Parking” signs in such restricted areas and conspicuous “Truck Parking Permitted” signs in Truck Parking Areas.

#### Section 9.18 Safety

Concessionaire and Subcontractors shall be fully and solely responsible for the safety and security of all patrons and Employees on the Leased Premises. Concessionaire (a) shall notify the appropriate state or local officials and MDTA’s Authorized Representative of any incidents involving breaches of the safety and security on the Leased Premises or to employees or the public, (b) prior to the beginning of construction of the Initial Improvements on the Leased Premises, shall operate the existing security cameras on the interior and exterior of all Travel Plazas, and (c) as part of the Initial Improvements on the Leased Premises, (i) shall install and operate security cameras on the interior and exterior of all Travel Plazas, and (ii) shall install lighting consistent with Legal Requirements on the interior and exterior of all Travel Plazas. Concessionaire covenants and agrees that certain plans incorporated in the Operations and Maintenance Plan, Exhibit H and by this reference made a part hereof, include and set forth Concessionaire’s course of action for the safety and security of all patrons and Employees on the Leased Premises as approved by MDTA. Concessionaire shall comply with said Safety and Security Plan throughout the Term (as may be so updated, amended or modified, the “Safety and Security Plan”). Concessionaire shall, at its sole cost and expense, and with the prior approval of MDTA, be fully responsible for revising, updating, and improving the Safety and Security Plan from time to time to reflect advancements in safety and security devices and techniques, and to prevent the reoccurrence of incidents reported in incident reports. Following Completion of the Initial Improvements on the Leased Premises, to the fullest extent possible under applicable Legal Requirements, Concessionaire shall install and maintain video surveillance equipment that is accessible online by MDTA. Following Completion of the Initial Improvements on the Leased Premises, Concessionaire shall maintain digital archives of surveillance recordings for not less than ten (10) Business Days for all Travel Plazas.

#### Section 9.19 Hours of Operation and Service

Except during the construction of the Initial Improvements, the Travel Plazas including the Fueling Facilities shall be open, operational and available to patrons on a 24/7/365 basis, except to the extent of an emergency, power outage (not due to the failure of any emergency generator), or discharge of any Hazardous Material, and subject to any applicable Legal Requirements that may restrict Concessionaire from operating on a 24/7/365 basis. Subject to the preceding sentence and except during the construction of the Initial Improvements, Fuel Service, C-Stores, ATMs, wireless internet service and restroom facilities shall be fully operational and available for patrons use on a 24/7/365 basis. Initial hours of operation for the other Food and Beverage Service at each Primary Service Facility, as approved by MDTA, are set forth in Schedule 9.19 attached hereto. Concessionaire shall not shut down or stop service at any Travel Plaza without the consent or approval of MDTA in its reasonable discretion provided that notwithstanding anything in this Section 9.19 to the contrary, Concessionaire shall not be required to provide any of the services set forth herein provided by a licensee or franchisee of any Subcontractor if, and to the extent that, Concessionaire or such Subcontractor is using



commercially reasonable efforts, subject to applicable Legal Requirements, to replace any such licensee or franchisee required to provide such service or any Subcontractor is using diligent efforts to remodel or update any furniture, fixtures or equipment used to provide such service. In the event of any approved partial shutdown of any Travel Plaza, Concessionaire shall provide the services at that Travel Plaza to the public on an emergency basis to the greatest extent practicable.

## Section 9.20 Equipment and Fixtures

### 9.20.1 Cataloging

Concessionaire shall provide and maintain, or shall require the pertinent Subcontractor to, provide and maintain or cause, (a) prior to the beginning of construction of the Initial Improvements on the Leased Premises, all Equipment and Fixtures and Fuel Service Equipment in their current operating condition subject to normal wear and tear, and (b) following Completion of the Initial Improvements on the Leased Premises, all Equipment and Fixtures and Fuel Service Equipment in good operating condition and repair at such Person's sole cost and expense throughout the Term. As soon as practicable following the Transfer of Operations, MDTA and Concessionaire shall, subject to the rights of the Existing Service Providers, visit the Leased Premises and jointly catalog all Fixtures and Equipment and Fuel Service Equipment.

### 9.20.2 General Provisions

The following provisions shall apply with respect to the acquisition, installation, condition and maintenance of the Fuel Service Equipment, Food and Beverage Equipment, Small Wares and Furnishings and Fixtures and Equipment:

#### 9.20.2.1 *Fuel Service Equipment*

After completion of the Initial Improvements and the Immediate Repairs, as the case may be, all Fuel Service Equipment purchased and installed or used by Concessionaire on the Leased Premises shall be of a type and class described in the Improvements Plan and the submissions contemplated by Appendix 1, Section 3.4 of this Lease and Concession Agreement. During the Term, Concessionaire shall, or shall cause the pertinent Subcontractor to, in each case at such Person's sole cost and expense, adhere to all Legal Requirements and all maintenance and testing suggested by pertinent manufacturers for all Fuel Service Equipment and, (a) prior to the beginning of construction of the Initial Improvements on the Leased Premises, shall maintain in their current operating condition and appearance subject to normal wear and tear, and (b) following Completion of the Initial Improvements on the Leased Premises, shall adhere to the Preventative Maintenance Program. Concessionaire shall provide to MDTA copies of all tests and reports undertaken by Concessionaire or the pertinent Subcontractor, as the case may be, with respect to the Fuel Service Equipment. Upon the expiration or Termination of the Term, Concessionaire shall, at its cost and expense, deliver the Fuel Service Equipment to MDTA in good working order, condition and repair pursuant to the requirements of this Lease and Concession Agreement, normal wear and tear excepted and except as provided in Section 18.6.

9.20.2.2 *Food and Beverage Equipment, Small Wares and Furnishings*

All Food and Beverage Equipment, Small Wares and Furnishings existing at the Travel Plazas as of the Transfer of Operations shall be the responsibility of Concessionaire to maintain, repair and remove in accordance with the Schedule for the Initial Improvements. The cost of maintenance, repair and removal shall be at the sole cost and expense of Concessionaire. All Food and Beverage Equipment, Small Wares and Furnishings purchased and installed or used by Concessionaire in the Travel Plazas shall be of a quality necessary to provide the scope of services required under this Lease and Concession Agreement and adhere to the Performance Standards. Following completion of the Initial Improvements on the Leased Premises, (a) all Food and Beverage Equipment, Small Wares and Furnishings shall be new and of quality material and construction necessary to adhere to the Performance Standards and industry standard, (b) the Food and Beverage Equipment, Small Wares and Furnishings shall be of such quality, design, and finish as will be consistent with the general decor of the Travel Plazas, and (c) Concessionaire shall provide MDTA with such documentary and other information regarding the type and quality of Food and Beverage Equipment, Small Wares and Furnishings as MDTA may reasonably request. During the Term, Concessionaire shall be responsible for any and all maintenance, repair and replacement of the Food and Beverage Equipment, Small Wares and Furnishings. Concessionaire shall adhere to all maintenance suggested by pertinent manufacturers for all Food and Beverage Equipment, Small Wares and Furnishings and, (i) prior to the beginning of construction of the Initial Improvements on the Leased Premises, shall maintain in their current operating condition and appearance subject to normal wear and tear, and (ii) following Completion of the Initial Improvements on the Leased Premises, shall adhere to the Preventative Maintenance Program. Concessionaire agrees to test the operation of the Food and Beverage Equipment not less frequently than as required by applicable Legal Requirements and best industry practices in effect from time to time. Concessionaire shall provide to MDTA copies of all tests and reports undertaken by Concessionaire with respect to the Food and Beverage Equipment.

9.20.2.3 *Reports and Inspections*

On or before the date that is ninety (90) days prior to the expiration or Termination (only to the extent Concessionaire shall have received at least one-hundred eighty (180) days advance notice of the Termination date) of the Term, Concessionaire, at its sole cost and expense, shall provide to MDTA a copy of reports prepared by an independent third party reasonably acceptable to MDTA describing in detail the condition of all Fuel Service Equipment and Food and Beverage Equipment and the repairs and replacements that are needed to cause the Fuel Service Equipment and Food and Beverage Equipment to be in good working order, condition and repair, normal wear and tear excepted. Such reports shall be subject to the reasonable approval of MDTA and shall be based on inspections performed in the presence of MDTA and the MDTA's environmental consultants, if MDTA so elects. Such inspections shall occur no earlier than the

date that is one hundred twenty (120) days prior to the expiration of the Term. All of the repairs reasonably recommended in the reports and all replacements required pursuant to applicable Legal Requirements with respect to the Fuel Service Equipment and as shown in the reports shall be performed by Concessionaire, at its sole cost and expense, prior to expiration of the Term. Thereafter, Concessionaire shall provide evidence reasonably acceptable to MDTA that verifies the completion of all such repairs and replacements promptly following the completion of the same. Upon expiration of the Term or Termination, Concessionaire shall deliver the Small Wares and Furnishings and Equipment and Fixtures owned by the Concessionaire to MDTA in good working order, condition and repair, pursuant to the requirements of this Lease and Concession Agreement, normal wear and tear excepted. In addition, Concessionaire, if so requested by MDTA at least thirty (30) days prior to the expiration or Termination (only to the extent Concessionaire shall have received at least ninety (90) days advance notice of the Termination date) of the Term, shall remove and dispose of any Equipment and Fixtures owned by Concessionaire or any Subcontractor and designated by MDTA in writing so to be removed, at Concessionaire's sole cost and expense.

#### 9.20.2.4 *Replacement and Removal*

If, within forty-five (45) days following expiration of the Term or Termination, MDTA finds that Equipment and Fixtures are not in good working order, condition and repair, normal wear and tear excepted as contemplated by Subsection 9.20.2.3, Concessionaire shall repair or replace the Equipment and Fixtures at its sole cost and expense, within thirty (30) days following MDTA's request. In addition, if MDTA so requests, not later than sixty (60) days following the expiration of the Term or Termination, Concessionaire shall remove and dispose of any Equipment and Fixtures owned by Concessionaire or any Subcontractor and designated by MDTA in writing so to be removed, at Concessionaire's sole cost and expense. If, following MDTA's request, Concessionaire shall fail to remove such Equipment and Fixtures within ten (10) days following receipt of such request from MDTA, then MDTA may remove and dispose of such Equipment and Fixtures in such manner as MDTA sees fit, at Concessionaire's sole cost and expense. Concessionaire shall have reasonable access to the Leased Premises following expiration of the Term or Termination to remove any such Equipment pursuant to this Section. This Subsection 9.20.2.4 shall survive the expiration or Termination of this Lease and Concession Agreement.

#### 9.20.2.5 *Utilities or Otherwise Connected to Utilities*

The installation or removal of utilities described in Section 9.22 and Equipment and Fixtures physically mounted to a structure or otherwise connected to a utility system (i.e., electrical, mechanical, plumbing, etc.) shall be performed under the supervision of MDTA, unless MDTA agrees in writing that such installation or removal may occur without such supervision.

9.20.2.6 *Damage*

Concessionaire shall repair, at its sole cost and expense, any and all damage to the Leased Premises caused by the installation, removal or repair of any Equipment and Fixtures owned by Concessionaire or a Subcontractor pursuant to this Section. This Subsection 9.20.2.6 shall survive the expiration or Termination of this Lease and Concession Agreement.

9.20.3 Equipment and Fixtures

In the event Concessionaire installs any Equipment and Fixtures (other than those that can be removed without injury to the Leased Premises or as delineated otherwise in this Section 9.20) such Equipment and Fixtures shall, upon request of MDTA, be removed promptly by Concessionaire at its expense and the Leased Premises restored to their original condition upon the expiration or earlier termination of this Lease and Concession Agreement. If Concessionaire is not so instructed to remove said Equipment and Fixtures or does not remove the same on its own initiative, then the Equipment and Fixtures are the property of MDTA in accordance with Section 2.7.

Section 9.21 Lighting of Service Areas

Concessionaire, at its sole cost and expense, shall (a) prior to Completion of the Initial Improvements on the Leased Premises, maintain, operate and repair the exterior lighting for the Travel Plazas, including all walkways, ramps, parking areas and driveways, and (b) as part of the Completion of the Initial Improvements and throughout the Term, Concessionaire, at its sole cost and expense, shall install, maintain, operate, repair, replace and renew exterior lighting for the Travel Plazas, including all walkways, ramps, parking areas and driveways in accordance with the Performance Standards. Concessionaire shall provide for such lighting of the Travel Plazas as aforesaid on a 24/7/365 basis.

Section 9.22 Utilities

9.22.1 General

Concessionaire shall make all arrangements with Governmental Authorities and public utilities, provide and pay directly (and assume all risk of service interruptions) for all utilities and like services (including installation, maintenance, use and servicing), including water, sewerage, oil, natural gas, propane, electric, internet, cable and telephone, used on the Leased Premises, and all deposits or bonds in connection therewith. All such utilities, including sewerage usage and disposal costs and metered costs associated with water and fire hydrant usage, shall be billed directly to and paid directly by Concessionaire. If Concessionaire fails to pay any utilities when due, then MDTA, in addition to its other rights and remedies contained in this Lease and Concession Agreement on account of such failure, shall be authorized (but not required) to pay such amounts, and Concessionaire shall pay all amounts advanced by MDTA therefor, as Additional Payment, together with a late payment at the Default Rate and any interest at the legal rate that may be due on such amount until paid in full, upon demand by MDTA. All utilities shall be maintained in accordance with the Performance Standards.

#### 9.22.2 Potable Water Towers

Without limiting the generality of the foregoing Subsection 9.22.1, MDTA shall be responsible for the maintenance, use and repair of all potable water towers, pumps and connections to and from public water supplies, and, in connection with and following Completion of the Initial Improvements. The Concessionaire shall be responsible for constructing, as necessary, pumps, connections and other infrastructure necessary to maintain sufficient water supplies at sufficient pressure levels at each of the Travel Plazas. Concessionaire shall also be responsible for testing water quality and pressure as may be required by applicable Legal Requirements. Concessionaire's obligations under this Subsection shall, in all instances, be performed in accordance with applicable Legal Requirements and in a good and workmanlike manner, at Concessionaire's sole cost and expense. Concessionaire shall be solely responsible for payment for any and all fees, charges, impositions and other amounts that may be assessed relative to the existence, use and maintenance of such water systems, and shall make all necessary arrangements to have such charges billed directly to Concessionaire.

#### 9.22.3 Subsurface Sewage Disposal Systems

Without limiting the generality of Subsection 9.22.1, Concessionaire shall be responsible for the maintenance, restoring, cleaning, pump-out, and repair, and, in connection with and following Completion of the Initial Improvements on the Leased Premises, construction, replacement and potential expansion as may be needed for the continued operation of the Travel Plazas of any subsurface sewage disposal systems servicing the Travel Plazas, including, as necessary, establishing connection between such systems. Concessionaire shall be responsible for the installation, operation, maintenance, repair, and replacement of all interior and exterior sewage disposal piping, up to and including the point of public tie-in, establishing any new public tie-in piping, and required servicing of interior and exterior grease traps. Concessionaire shall also be responsible for all actions necessary to comply with Legal Requirements applicable to such sewage disposal systems. Concessionaire's obligations under this Subsection shall, in all instances, be performed in accordance with the Performance Standards and applicable Legal Requirements and in a good and workmanlike manner, at Concessionaire's sole cost and expense. Concessionaire shall be solely responsible for payment for any and all fees, charges, impositions and other amounts that may be assessed relative to the existence, use and maintenance of such sewerage systems, and shall make all necessary arrangements to have such charges billed directly to Concessionaire.

#### 9.22.4 Water Lines and Fire Hydrant Usage

Without limiting the generality of the foregoing Subsection 9.22.1, Concessionaire shall be responsible for maintenance and repair of all interior and exterior water lines on the Leased Premises. Concessionaire shall be responsible for the replacement, annual maintenance, inspection, testing and painting of all fire hydrants in accordance with applicable Legal Requirements and the codes and standards of the National Fire Protection Association. Concessionaire's obligations under this Section shall, in all instances, be performed in accordance with applicable Legal Requirements and in a good and workmanlike manner, at Concessionaire's sole cost and expense.

### Section 9.23 Damage of Physical Property

Concessionaire shall inspect frequently the interior and exterior premises of the Travel Plazas for damage as well as any damage to the Leased Premises. Concessionaire shall report promptly to MDTA any damage or destruction to the interior or exterior premises of the Travel Plazas which does or reasonably may materially impact the proper condition or operation of the Travel Plazas, including damage to Fuel Service Equipment, Food and Beverage Equipment, doors and windows, lighting features, restroom facilities, fences, signage, and any vandalism. Concessionaire shall use commercially reasonable efforts to secure sufficient information concerning the identity of the individual or vehicle responsible for causing such damage and destruction, and shall promptly transmit, via telephone or in writing, all such information to the police of jurisdiction. Concessionaire shall promptly repair, at its sole cost and expense, any and all damage or destruction discovered on the Leased Premises in a good and workmanlike manner, whether or not costs to repair such damage or destruction may be recovered from the offending party. Notwithstanding the foregoing, Concessionaire may, at its sole cost and expense, seek to recover such costs from the offending party.

### Section 9.24 Travel Plaza Facilities and Employment Matters

#### 9.24.1 Chesapeake House and Maryland House Facilities Manual

Concessionaire shall develop an “Organizational and Facilities Manual” for common areas of each Travel Plaza to govern the operation of the Travel Plaza, which shall be developed within ninety (90) days after the Effective Date and submitted to MDTA for reasonable review and comment. Each manual shall include training initiatives and a code of conduct for the common areas of the Travel Plaza and method for enforcing the code of conduct. Concessionaire shall be responsible for each Subcontractor’s compliance with the applicable Organizational and Facilities Manual for either the Chesapeake House or Maryland House Travel Plaza. MDTA shall have the right to request, and Concessionaire agrees to make, reasonable changes to said Organizational and Facilities Manual from time to time to address issues, concerns, and requirements of MDTA with respect to the Travel Plazas.

#### 9.24.2 Travel Plaza Operations Manager and Senior Management

Concessionaire shall furnish all necessary qualified supervision for the performance of all operations at the Travel Plazas, including the Fuel Service at the Fueling Facilities and Food and Beverage Service, and agrees to assign to these operations a Travel Plaza Operations Manager, whose name and 24 hour contact information Concessionaire shall provide to MDTA. The Travel Plaza Operations Manager designated by the Concessionaire shall be approved by MDTA. A member of Senior Management shall be available during all hours of operation. In the event of any change in the Travel Plaza Operations Manager, Concessionaire shall furnish a replacement Travel Plaza Operations Manager who is trained to perform and discharge his or her responsibilities hereunder, under the Performance Standards and Legal Requirements and subject to MDTA’s approval.

#### 9.24.3 On-Site Managers

Each of the Travel Plazas shall have an On-Site Manager 24/7/365 who at all times meets the requirements set forth in the definition thereof. MDTA shall be provided with 24 hour

contact information for each On-Site Manager. All such On-Site Managers shall be able to communicate effectively. In the event of any change in any of the On-Site Managers, Concessionaire shall furnish a replacement On-Site Manager who is trained to perform and discharge his or her responsibilities hereunder, under the Performance Standards and Legal Requirements.

#### 9.24.4 Employees

(a) Concessionaire shall, or shall cause each pertinent Subcontractor to, select, employ, train, furnish and deploy Employees who are trained and courteous to the traveling public and MDTA. Whenever possible, Concessionaire shall use commercially reasonable efforts to hire its personnel from within the State and shall give due consideration to the employees of the Existing Service Providers at the Travel Plazas. Concessionaire covenants and agrees to staff the Travel Plazas to meet the requirements of the Performance Standards.

(b) Concessionaire shall provide and maintain uniforms for all Employees at all Travel Plazas. Type, color, style and dress code of uniforms shall be consistent with the Performance Standards. Concessionaire shall ensure that Concessionaire's Employees are attired in neat and clean uniforms at all times while Concessionaire's Employees are on the Travel Plazas for employment purposes. All Employees with direct customer contact at any of the Travel Plazas shall be able to communicate effectively with patrons.

#### 9.24.5 General Provisions Regarding Employees

All Employees shall be deemed employees of Concessionaire or the pertinent Subcontractor, as the case may be, and will not for any purpose be or be deemed or considered to be employees of MDTA, anything contained herein to the contrary notwithstanding. Concessionaire and applicable Subcontractors will be responsible for the actions of their respective Employees and overall compliance with applicable Legal Requirements with respect to their respective Employees, including all applicable laws regarding wages and hours worked. In addition, upon reasonable request, Concessionaire shall (a) document in writing its good faith efforts regarding compliance with Concessionaire's obligations under this Subsection, (b) provide the number of Concessionaire's entry level Employees' hours to be devoted to formal employee training during the first two (2) weeks of employment and monthly/annually thereafter, and (c) provide a written description of recruiting techniques and sources of non-management labor. MDTA shall have the right to notify Concessionaire of any misconduct.

### Section 9.25 Training and Employee Performance

Concessionaire shall be responsible for periodic training classes for all Employees regarding hygiene, ethics and the provision of the services and compliance with this Lease and Concession Agreement and the Performance Standards throughout the Term. Concessionaire shall provide MDTA with reasonable prior notice of the scope and content of, and schedule for, such training classes conducted by Concessionaire, and shall allow MDTA to attend and have reasonable input on the content of such training programs. Such training, in general, shall consist of customer service and positional skills training including serving techniques. Without limiting the generality of the foregoing, Concessionaire shall ensure (or cause the applicable Subcontractor to ensure) that the On-Site Manager and Senior Management are properly trained

in all applicable management and supervisory operational procedures and standards, including quality and cost controls; customer relations; marketing techniques; merchandising; inventory control/reconciliation; labor relations; supervision of sanitation and housekeeping; accounting and cash control procedures; operation of fire extinguishing equipment; applicable Environmental Laws and procedures for day-to-day operations and emergency responses; and all emergency protocols, including State notification requirements. Concessionaire shall require that each Subcontractor train each Food and Beverage Service employee in the operation of fire extinguishing equipment, alarm systems and all emergency protocols and Concessionaire shall annually provide refresher courses to all Employees on the operation of fire extinguishers, alarms and emergency protocols. Concessionaire shall require that the Fuel Service provider ensure that all Fuel Service employees are properly trained in all applicable Fuel Service operational procedures and standards including retail Fuel standards; monitoring of self service operations; standards of full service operations; handicap patron fueling and “assisted fueling” requirements; spill containment and reporting; tank inventory protocols and procedures; operation of fire extinguishing equipment; and all emergency protocols including State notification requirements.

#### Section 9.26 Housekeeping

Concessionaire shall maintain the interior and exterior premises of the Travel Plazas in a neat, clean and sanitary condition and litter free condition 24/7/365, in accordance with the Performance Standards. The housekeeping and sanitation duties required of Concessionaire include: (a) cleaning all Food and Beverage Equipment, Small Wares and Furnishings, including related appurtenances, such as floor drains and grease traps and reservoirs; (b) cleaning of Fuel Service Equipment; (c) sweeping, mopping, cleaning and periodic scrubbing of all floor surfaces, whether exposed or under counters, tables or Equipment and Fixtures; (d) complete washing and cleaning of all tiled wall surfaces and other surfaces of walls, partitions, doors; (e) cleaning of all glass surfaces of windows and doors; (f) removal of dust and dirt from window sills, cabinet tops, lighting fixtures, ceilings, trim and other areas where dust and dirt may accumulate; and (g) any and all work necessary to maintain the kitchen, restaurant area and restroom facilities; in each case, in accordance with this Lease and Concession Agreement and the Performance Standards. MDTA’s Authorized Representative shall, at any and all times, be entitled to enter and inspect the Travel Plazas to ensure compliance of Concessionaire with the provisions of this Section. If, as a result of the failure to adhere to this Section 9.26, in the discretion of MDTA’s Authorized Representative, MDTA, following written notice to Concessionaire, may require Concessionaire to utilize a professional cleaning service contractor (“Service Contractor”) to maintain the Travel Plazas in accordance with the provisions of this Section. Costs incurred in connection with such Service Contractor shall be the sole responsibility of Concessionaire and shall be promptly paid to or at the direction of MDTA upon demand.

#### Section 9.27 Restroom Facilities

Except during construction of the Initial Improvements, restrooms shall be open, operational and available to patrons at each Travel Plaza, free of charge on a 24/7/365 basis. Concessionaire shall, at its sole cost and expense, maintain all restrooms in a neat, clean, sanitary and litter-free condition 24/7/365, in accordance with the Performance Standards.



Section 9.28 Litter; Garbage and Refuse; Recycling

(a) Concessionaire shall, at its sole cost and expense, maintain all of the interior and exterior portions of the Leased Premises in a neat, clean, sanitary and litter-free condition, in accordance with the Performance Standards. Concessionaire shall provide, at its sole cost and expense, Containers for Refuse and Recyclables throughout the interior and exterior premises of all of the Travel Plazas, including parking areas, grass areas, rear perimeter areas, Fuel Service areas, Food and Beverage Service areas, C-Stores, Restrooms, on a 24/7/365 basis and as more particularly set forth in the Performance Standards. Concessionaire shall, at its sole cost and expense, collect and remove the Refuse and Recyclables from the Containers and shall temporarily dispose of the same in the appropriate dumpsters and compactors located at the Facilities, respectively. Concessionaire shall be responsible, at its sole cost and expense, to furnish Refuse and Recyclables dumpsters and compactors on the Leased Premises.

(b) Concessionaire shall use commercially reasonable efforts to achieve waste reduction at the Travel Plazas through Recycling. The Concessionaire shall participate in applicable State of Maryland recycling plans, and is subject to all applicable Governmental Rules pertaining to recycling and shall make arrangement for the collection and disposal of recyclable materials.

Section 9.29 Refuse Removal

Concessionaire shall, at its sole cost and expense, arrange for the permanent removal and disposal of all Refuse and Recyclables from the Leased Premises, where only Recyclables need to be permanently removed and disposed of. The schedule for and provider of such permanent removal and disposal services shall be determined by Concessionaire. Permanent removal and disposal services shall be conducted in accordance with all Legal Requirements, including specific requirements for State-owned properties, using covered equipment so as to prevent Refuse and Recyclable spill out. Concessionaire shall not burn any trash on the Leased Premises or at or on any other property of MDTA.

Section 9.30 Pest Control

Concessionaire shall develop and implement, at its sole cost and expense, an integrated pest management plan for the Travel Plazas in accordance with the Performance Standards. Pest management services and chemicals shall be clearly documented in a manner satisfactory to MDTA, in its reasonable discretion. Such records and documents shall be kept in a log on site at each Travel Plaza at all times, which shall be available for inspection by MDTA's Authorized Representative upon reasonable request. Copies of the same shall be provided to MDTA, upon request.

Section 9.31 Snow and Ice Control

Concessionaire shall be responsible, at its sole cost and expense, for snow and ice control and removal of the Leased Premises in accordance with the Performance Standards. Without limiting the scope of Concessionaire's obligations under this Section, MDTA shall be responsible for all snow and ice control in the deceleration and acceleration lanes and ramps

leading into and out of the Travel Plazas onto I-95. In the event of snow or ice, MDTA maintenance forces will undertake promptly such snow and ice control and removal on the deceleration and acceleration lanes leading into and out of the Travel Plazas as can be accomplished with truck-mounted snow plows. There shall be mutual cooperation and coordination between Concessionaire and MDTA maintenance forces with respect to the border line between the Roadways and deceleration and acceleration lanes leading into and out of the Travel Plazas.

### Section 9.32 Outdoor Operations

All outdoor operations listed below must be conducted in accordance with the Performance Standards.

#### 9.32.1 Outside Seating

For each of the Travel Plazas, Concessionaire shall provide for outside seating as set forth in the Improvements Plans and provide for maintenance, repair and replacement as set forth in the Performance Standards.

#### 9.32.2 Pet Exercise Area

At each of the Travel Plazas, Concessionaire shall provide for a grassy area as shown on the Improvements Plans for customers to exercise their pets safely. Concessionaire also agrees to provide easily accessible pet waste clean-up supplies for customer use, provided that Concessionaire shall be and remain primarily responsible for pet waste clean-up.

#### 9.32.3 Landscaping/Lawn Mowing

Concessionaire shall maintain landscaping and provide lawn care services so that grass and lawn areas are seasonably maintained in a neat and attractive manner. Concessionaire shall maintain all grass and lawn areas in a healthy condition with varieties of grass acceptable to MDTA, which shall be maintained in accordance with the Performance Standards. Such landscaping and lawn care services shall include watering, fertilization, grub and other pest control, mowing, edging, weed whacking, pruning, maintenance of trees, shrubbery and other plantings, including replacement of dead or dying plantings, collection and disposal of clippings and pruned branches, and such other landscaping and lawn care services as would be provided at an attractive public destination point and as more particularly described in the Performance Standards.

### Section 9.33 Public Address System

Following Completion of the Initial Improvements, Concessionaire shall install, maintain, repair, replace as necessary, and operate a public address system at each Travel Plaza, which accesses all areas of the building (including restrooms) and immediate outdoor areas.

### Section 9.34 Signage

(a) Promptly following the Effective Date, Concessionaire shall implement signage at the Travel Plazas and on the Leased Premises in accordance with Concessionaire's signage plan.

Concessionaire shall install, at its sole cost and expense, signage at the Travel Plazas in accordance with its signage plan.

(b) At all times, all signage on the Leased Premises shall comply with the requirements of Governmental Rules, any applicable federal highway Legal Requirements, and be reasonably satisfactory to MDTA. Without limiting the preceding sentence or any other approval rights of MDTA, all signage shall be approved by MDTA in writing. MDTA expressly reserves the right to erect, remove, or change directional or informational signage on the Roadways and other highways as it deems necessary or desirable, in its reasonable discretion, for the convenience and safety of the motoring public. MDTA may install, or may require Concessionaire to install, in both instances at the sole cost and expense of Concessionaire, directional signage directed by Governmental Authorities designed to direct vehicular traffic within the Leased Premises. Any additional signage shall be constructed and maintained only with the prior written approval of MDTA. Concessionaire shall maintain all signs installed by Concessionaire pursuant to this Section in good working order, condition and repair, subject to normal wear and tear. Concessionaire shall be solely responsible for the construction, maintenance, repair and replacement of all such signs, and for paying for all costs and expenses incurred in connection therewith.

#### Section 9.35 Tourist Information

At all times throughout the Term, Concessionaire shall provide adequate, secure space for the Welcome Centers at the Travel Plazas. As part of the Initial Improvements, Concessionaire shall construct the Welcome Centers in accordance with the Improvements Plan and applicable provisions of Appendix 1, Construction Provisions of this Lease and Concession Agreement. Concessionaire shall, at its sole cost and expense provide secure space for and accommodation of a tourist information center and associated storage areas at the Travel Plazas, including all tourism brochure racks and other equipment, furnishings and fixtures as required in connection with the operation of the Welcome Centers. Concessionaire shall maintain the Welcome Centers in a neat, clean, sanitary and litter-free condition, in accordance with the Performance Standards. Following Completion of the Initial Improvements and if requested by MDTA, Concessionaire shall promptly furnish, at its sole cost and expense, adequate and secure space for tourism brochure racks for tourism and traveler information publications at the Travel Plazas. Concessionaire shall operate and maintain the Welcome Centers in the Travel Plazas providing sufficient staff for the operation that are knowledgeable of Maryland geography and tourism markets. The Welcome Centers shall be in operation ten hours per day Monday through Thursday and twelve hours per day Friday through Sunday throughout the Term.

#### Section 9.36 Patron's Suggestions and Comments

(a) A key component of the promotional campaign and Concessionaire's obligations throughout the Term is to invite and timely address suggestions and complaints from patrons of the Travel Plazas, this shall be identified in the Concessionaire's Customer Service Plan. Accordingly, Concessionaire shall develop, implement and operate, within six (6) months of the Effective Date, and at its sole cost and expense, a two-part program (the "Customer Satisfaction Monitoring System") for the receipt of patron's suggestions and complaints comprised of a comment box system (with pens and paper) and/or an e-mail system that allows patrons to

submit suggestions or complaints directly to Concessionaire via e-mail with copies of the submitted emails and Concessionaire's responses thereto being automatically sent to MDTA's Authorized Representative.

(b) In the immediate vicinity of each comment box Concessionaire shall prominently display the e-mail address by which suggestions or complaints may be made to Concessionaire regarding the Travel Plazas and information and directions regarding use of the e-mail system. Concessionaire, at its sole cost and expense, shall be fully responsible for all operations, maintenance and repair of the comment boxes and e-mail system throughout the Term. In the event that the e-mail system is out-of-order, it shall be serviced by the appropriate maintenance personnel within twenty-four (24) hours after notice of any inoperative condition. Concessionaire shall timely respond to any patron suggestions or complaints received by Concessionaire, with copies forwarded to MDTA. Concessionaire agrees to periodically review all such comments with MDTA and to use commercially reasonable efforts to address all such reasonable complaints. MDTA agrees to provide Concessionaire with notice of any and all suggestions and complaints that it may receive from patrons respecting the Travel Plazas. All such suggestions and complaints forwarded by MDTA to Concessionaire shall be investigated and resolved by Concessionaire as provided in this Section. MDTA hereby expressly reserves the right to conduct surveys and interviews of patrons of the Travel Plazas for the purpose of obtaining operational and statistical data.

#### Section 9.37 Temporary Reduction or Cessation of Operations

(a) Either Concessionaire or MDTA may request, by written notice to other, a temporary reduction or cessation of operations at one, more or part of the Travel Plazas at any time during the Term if such reduction or cessation is necessary for the purpose of performing major construction, renovation, expansion or modification of the building or other areas of the Leased Premises or major maintenance or repair work on the Leased Premises. In addition, MDTA may request a temporary reduction or cessation of operations at one, more or part of the Travel Plazas for any other purpose when it considers such reduction or cessation to be in the best interest of the State or the public.

(b) The party requesting temporary reduction or cessation of operation shall provide the other party with at least thirty (30) days advance written notice of any planned construction, renovation, expansion or modification work that will result in the temporary reduction or cessation of operation, and shall provide the other party as much advance written notice as is possible under the circumstances of any major maintenance or repair work that will result in the temporary reduction or cessation of operations. The party receiving the request shall use diligent efforts to review and approve the request promptly upon receipt thereof, such approval not to be unreasonably withheld, conditioned or delayed. If said reduction or cessation is at the request of MDTA and continues for more than forty-eight (48) hours, the Monthly Payment shall be reduced pro rata based upon a ratio of Gross Revenues and/or the number of gallons of Fuel sold generated by such Travel Plaza so reduced or ceased to the other Travel Plaza over the previous twelve (12) month period. MDTA covenants that it shall endeavor to prevent any reduction or cessation of operations at any of the Travel Plazas and to minimize any inconvenience to Concessionaire through the Term.

### Section 9.38 Inoperable Travel Plaza

In the event one, more or part of the Travel Plazas shall be rendered totally inoperable by Unavoidable Delay, Concessionaire shall specifically notify MDTA as soon as possible (but no later than one (1) hour absent extraordinary circumstances) of such Travel Plaza being rendered totally inoperable or at least seven (7) days in advance of the Unavoidable Delay if Concessionaire reasonably anticipates such a delay. If such Unavoidable Delay exceeds seven (7) consecutive days, a prorated adjustment or reduction of the Monthly Revenue Payment, and the number of gallons of Fuel sold, at the inoperable Travel Plaza to the other Travel Plaza over the previous twelve (12) month period shall be made for the period of such Unavoidable Delay. If such a proration is to be made by Concessionaire, Concessionaire shall provide notice to MDTA together with an explanation of the Unavoidable Delay, which justification may be subject to further verification by MDTA. MDTA in its sole discretion, shall have the right to dispute any such requested adjustment or reduction for which adequate justification and supporting data is not provided in connection with the written request or is disputed by MDTA in its sole discretion. Concessionaire and MDTA expressly acknowledge and agree that the decision whether or not to restore any Travel Plaza rendered partially or totally inoperable by Unavoidable Delay shall rest entirely with MDTA, in its sole discretion.

### Section 9.39 Preventive Maintenance Program

(a) Concessionaire shall implement a program of preventive maintenance in order to keep the buildings, structures and Improvements and all Equipment and Fixtures and Fuel Service Equipment on the Leased Premises in the following conditions: (i) prior to the beginning of construction of the Initial Improvements, in their current operating condition and appearance subject to normal wear and tear, and (ii) following Completion of the Initial Improvements, in good repair and working order and appearance, subject to normal wear and tear.

(b) Following Completion of the Initial Improvements, Concessionaire shall track the life cycles of all Capital Improvements and accurately budget repairs and capital replacements. Upon Operational Capability Completion and acceptance of the construction of the Initial Improvements at each Travel Plaza, Concessionaire shall submit to MDTA a plan for preventive maintenance that shall provide for the periodic examination and repair of all buildings, including roofs, gutters and windows, site work drainage, Fuel Service Equipment, and all maintenance and repair work contemplated by Section 9.4, and all major Equipment and Fixtures by qualified personnel. Concessionaire shall submit said plan (the "Preventive Maintenance Plan") to MDTA promptly following Completion of the Initial Improvements.

(c) The Preventive Maintenance Plan shall include but not be limited to a schedule of all building roofs, gutters, HVAC, pumps, compressors, motors, alarm systems, emergency generator(s) and other major building, structural, mechanical and electrical equipment requiring periodic maintenance or operational checks. These maintenance and operational checks will be performed according to applicable Legal Requirements and any manufacturer specifications and shall also be subject to MDTA's review and approval. Both MDTA and Concessionaire must mutually approve any material changes to the Preventive Maintenance Plan, such approvals are not to be unreasonably withheld or delayed. Concessionaire shall update the Preventive Maintenance Plan upon completion and acceptance of the Reinvestments. Concessionaire shall keep maintenance records and make them available for MDTA's inspection, as required. When

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.

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

Meter Readings, Subcontracts and amendments thereto, construction, repair and replacement records and correspondence and communications with MDTA. Upon request from MDTA, Concessionaire shall make available to MDTA, Concessionaire's payroll records. All Records shall be maintained in accordance with good business practices and otherwise in a manner reasonably acceptable to MDTA. Concessionaire shall keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the later of (a) Concessionaire having made all payments due under this Concession Agreement or (b) the expiration or earlier Termination of this Lease and Concession Agreement (the "Retention Period"); provided, however, that any Records which relate to (i) appeals for disputes arising out of or related to this Lease Concession Agreement, (ii) litigation of claims arising out of or related to this Lease and Concession Agreement, or (iii) revenues under this Lease and Concession Agreement to which exceptions have been taken by MDTA or MDTA's Authorized Representatives, shall be preserved and retained by Concessionaire until such appeals, litigation or exceptions have been fully and finally resolved. MDTA agrees that Concessionaire may retain Records at an off-site storage facility, so long as Records can be obtained by Concessionaire within three (3) Business Days following written request by MDTA. At reasonable times and upon reasonable prior notice, Concessionaire shall, and shall require its Subcontractors in their Subcontracts to, permit MDTA access to its or its Subcontractor's place of business related to the performance of this Lease and Concession Agreement or any Subcontract and to inspect and to copy and audit the Records throughout the Retention Period, at such times and as often as may be requested; provided that such inspection shall be during normal business hours and in a manner so as to not unreasonably interfere with the business and operations of Concessionaire or any Subcontractors. Any such inspection or audit by MDTA shall be for the sole benefit and protection of MDTA and MDTA shall have no obligation to disclose the results thereof to Concessionaire or any Subcontractor or to any third party, except for any agency, branch or instrumentality of the State or as otherwise may be required pursuant to any Legal Requirements.

#### Section 10.2 Operating Statements and Audits; Fixed-Coverage Certification

(a) Within twenty (20) days after the end of each month, Concessionaire shall provide a current Operating Statement for the most recently completed month and Lease Year-to-date accompanied by an Acknowledgement.

(b) As soon as available but not later than ninety (90) days after the end of each Lease Year, Concessionaire shall provide an Acknowledgement as to its compliance with Appendix 3, Financing Provisions Section 2.1(a)(iii).

(c) Within ten (10) days after Concessionaire's receipt thereof, Concessionaire shall provide true and complete copies of the results of any investigations or audits of the Gross Revenues or gallons of Fuel sold by any Major Subcontractors conducted by or at the direction of Concessionaire.

(d) Concessionaire shall provide to MDTA such further information and documentation, to the extent maintained by Concessionaire, regarding the utilization of the Travel Plazas by the traveling public as MDTA may reasonably request from time to time.

**ARTICLE XI**  
**Assignments and Equity Transfers**

Section 11.1 General

Except for Permitted Transfers, Subcontracts pursuant to Article XII, or as otherwise permitted by Appendix 3 hereof, Concessionaire shall have no right to Transfer this Lease and Concession Agreement, or Transfer any of its rights under and pursuant to this Lease and Concession Agreement, to subcontract, sell, convey, assign, sublease, mortgage, dispose, lease, license, franchise or enter into any other contractual arrangement with respect to any rights or obligations under or with respect to this Lease and Concession Agreement. Any Transfer, subcontract, lease, license, franchise or other contractual arrangement made in violation of this Lease and Concession Agreement shall be *void ab initio*, and be of no force or effect. This Lease and Concession Agreement is personal to Concessionaire. Any direct or indirect Transfer of all or substantially all of the ownership interests of Concessionaire that does not result in a change in the direct management, operations, control or policy of Concessionaire, whether directly or indirectly, whether through ownership of voting securities, by contract, management agreement, or common directors, officers or trustees or otherwise, shall not be deemed to be a Transfer and shall not be subject to the requirements of this Article.

Section 11.2 Transfers and Entity Matters

Except for Permitted Transfers or as otherwise permitted by Appendix 3 hereof, Concessionaire shall not, without the prior written consent of MDTA (a) merge, consolidate or reorganize with or into, or sell all or substantially all of its assets to, another Person; (b) make or permit any Person (whether or not within Concessionaire's control) to make any Transfer of any Equity Interest or (c) except for Subcontracts pursuant to Article XII, Transfer any right title or interest in or to any property or assets of Concessionaire, including this Lease and Concession Agreement, the Subcontracts, Gross Revenues or revenues generated by gallons of Fuel sold (collectively, "Prohibited Transfers"). MDTA's prior written consent may be withheld if, in MDTA's sole and exclusive judgment, such consent will result in any material adverse financial impact or security detriment to the Leased Premises or any material adverse effect upon any economic benefit flowing to the State as the result of this Lease and Concession Agreement. In connection with any Transfer of this Lease and Concession Agreement pursuant to a Permitted Transfer, and as condition thereto, the transferee or assignee shall enter into an assignment agreement with MDTA pursuant to which such transferee or assignee assumes and agrees to perform the obligations of Concessionaire, which shall be in a form and substance reasonably acceptable to MDTA. No Permitted Transfer shall occur if an Event of Default shall have occurred and is continuing. Any Transfer made in violation of this Lease and Concession Agreement shall be null and *void ab initio* and of no force and effect.

Section 11.3 Notice and Approval

(a) Not later than thirty (30) days prior to the date of a contemplated Transfer of an Equity Interest or of any rights pursuant to this Lease and Concession Agreement, Concessionaire shall deliver written notice to MDTA identifying the proposed assignee or transferee (the "Proposed Transferee") and information about such Proposed Transferee to



inform MDTA as to the business, experience and background of such Proposed Transferee, including whether such Proposed Transferee is a Qualified Buyer and whether if concurrent with, as part of or related to such Transfer there will be a change in Senior Management of Concessionaire (or its successor as a result of such Transfer) and confirming that to the knowledge of Concessionaire that the Proposed Transferee is not a Prohibited Person, provided that such notice is not required with respect to a Transfer permitted by Articles XII or Appendix 3. Concessionaire shall provide to MDTA a substantive description of the capitalization of the Proposed Transferee and the terms of the proposed Transfer. Concessionaire shall also deliver to MDTA an Affidavit in the form identified in Section 17.6 hereto executed by the Proposed Transferee. Concessionaire shall provide to MDTA such information necessary to obtain MDTA Approval to the extent that MDTA Approval is sought or required with respect to a Qualified Buyer. Within thirty (30) days after Concessionaire delivers all of the information, disclosures and certificates described in this Section 11.3 and, to the extent that MDTA's Approval is required and sought with respect to a Qualified Buyer, MDTA shall provide to Concessionaire, a written statement that in the case of a Transfer that is subject to MDTA's Approval, whether MDTA approves such Transfer or, if a Proposed Transferee is a purported Qualified Buyer, whether MDTA concurs that such Proposed Transferee is a Qualified Buyer and whether to the knowledge of MDTA, said Person is a Prohibited Person.

(b) MDTA shall determine whether any Proposed Transferee is a Qualified Buyer and whether it will approve any Transfer upon reasonable application of the following factors:

(i) whether such proposed Transfer or assignment would result in a violation of applicable Legal Requirements;

(ii) whether such Person is a Prohibited Person;

(iii) the financial strength of the Proposed Transferee or assignee and operating partners;

(iv) the existence of recent and relevant negative past experience by the State with the Proposed Transferee or assignee; and

(v) whether such proposed transferee(s) or assignee(s) (together with the Equity Owners retaining Equity Interests and Senior Management) is capable of performing the obligations and covenants of Concessionaire under this Lease and Concession Agreement, which, if concurrent with, as part of or related to such Transfer, Concessionaire or the Equity Owners will make one or more material changes to the Senior Management of Concessionaire (or its successor as a result of such Transfer), such determination pursuant to clause (v) shall be based upon:

(A) the proposed new Senior Management's (including any then members of Senior Management retained) qualifications and experience to timely perform Concessionaire's obligations hereunder;

(B) the background and reputation of (including the absence of criminal or material civil or regulatory claims or actions against), and the State's past experience with respect to, any new member of Senior Management; and

(C) whether the proposed new members of Senior Management are in compliance with the State's laws and MDTA's rules, regulations and adopted written policies regarding organizational conflicts of interest.

#### Section 11.4 Ownership

If any Equity Owner or any member of Senior Management of Concessionaire becomes a Prohibited Person pursuant to clauses (b), (c), or (d) of the definition of the term "Prohibited Person", Concessionaire shall promptly upon learning of such Person becoming a Prohibited Person, take such action as to cause such Person to no longer have control with respect to any management or operational decisions of Concessionaire, including removing such Equity Owner (or its representatives) or such member of Senior Management from any management or board positions with Concessionaire, until such time as such Person is no longer a Prohibited Person. If any Equity Owner becomes a Prohibited Person pursuant to clause (a) of the definition of the term "Prohibited Person", Concessionaire shall take such action as to cause the Equity Interest of such Equity Owner to be purchased or otherwise obtained by Concessionaire. If any member of Senior Management of Concessionaire becomes a Prohibited Person pursuant to clause (a) of the definition of the term "Prohibited Person", Concessionaire shall take such action as to terminate the employment of such Person.

#### Section 11.5 Right of First Refusal

(a) In the event that Concessionaire or the Equity Owner(s) of Concessionaire shall receive a bona fide offer from a non-affiliated third party (the "Offeror") to purchase all, but not less than all, of the equity or assets of Concessionaire or any of Concessionaire's right, title and interest in operating under this Lease and Concession Agreement (excluding any conveyance to a Collateral Assignee pursuant to Appendix 3) (the "Offer"), which offer Concessionaire wishes to entertain, MDTA may elect to acquire such stock or assets by matching the Offer in accordance with the terms of this Section 11.5.

(b) Concessionaire shall provide MDTA with written notice of the Offer describing in reasonable detail all terms and conditions, including price, of the Offer. MDTA shall have a one-time exclusive right, but not the obligation, for a period of sixty (60) days following receipt of such notice to match the Offer on substantially identical terms and conditions of the Offer, including price (the "Matching Offer"), which election shall be communicated in writing within such sixty (60) day period. In the event of such election, MDTA may thereafter, at its option, assign its right to close a Matching Offer, and shall have an additional ninety (90) days to close and complete the transactions contemplated by the Matching Offer. At the time of the notice of the election, MDTA shall simultaneously notify Concessionaire whether or not MDTA will approve the proposed assignment to Concessionaire's assignee pursuant to this Article in the event the right of first refusal transaction does not close within the time specified.

(c) In the event that MDTA does not make a Matching Offer or does not close and complete the transactions contemplated by the Matching Offer within the time periods specified in this Section 11.5, MDTA shall be deemed to have not elected to exercise the rights under this Section and all rights granted to MDTA under this Section shall immediately terminate.

Section 11.6 State's Permitted Transfers

Nothing contained in this Article or elsewhere in this Lease and Concession Agreement shall prevent or impair MDTA or the State from transferring or assigning the Leased Premises, this Lease and Concession Agreement or any of its rights or obligations hereunder to another agency, political subdivision, or other authority of the State, or to a private entity (provided said latter event any property tax imposition arising therefrom shall be subject to payment or reimbursement by said Transferee) whether now existing or hereafter created. In the event of such an assignment or transfer by MDTA of its interest in the Leased Premises and in this Lease and Concession Agreement, MDTA shall thereupon be released and discharged from all covenants and obligations of MDTA thereafter accruing from and after the assumption of such covenants and obligations by the assignee or transferee of MDTA or the State.

**ARTICLE XII**  
**Subcontracts**

Section 12.1 Subcontracting

Concessionaire may maintain Subcontracts with Major Subcontractors as provided in this Article XII. Concessionaire shall not add or replace any Major Subcontractor (or permit any Major Subcontractor to assign or transfer any Major Subcontractor's Subcontract) without MDTA's prior written consent and approval in accordance with this Section 12.1. Concessionaire will only engage Subcontractors who are fully experienced to perform the services required by this Lease and Concession Agreement and properly qualified, licensed, certified, equipped and insured to perform the services required therein. In connection with any request for approval of the replacement of any Major Subcontractor (or assignment or transfer of any such Major Subcontractor's Subcontract) required pursuant to the immediately preceding sentence of this Section 12.1, Concessionaire shall provide MDTA with prior written notice of the proposed replacement, assignee or transferee, together with (a) the name and address of the proposed Major Subcontractor, (b) evidence satisfactory to MDTA of the good character, experience and qualifications of the proposed Major Subcontractor, (c) evidence satisfactory to MDTA that the proposed Major Subcontractor is authorized to transact business in the State and that it is in good standing in the State, (d) a detailed overview of the business experience and capabilities of the proposed Major Subcontractor, (e) a plan to transition seamlessly in the replacement Major Subcontractor, and (f) an overview of the material terms of the proposed Subcontract.

12.1.1 MDTA Rights and Obligations

MDTA shall endeavor to approve or disapprove the proposed new Major Subcontractor within thirty (30) Business Days following its receipt of such written notice and accompanying documentation. MDTA's consent to any such proposed new Major Subcontractor (including any assignee or transferee of any Major Subcontractor) shall not be unreasonably withheld, provided, however, that MDTA shall have the right to withhold approval of any such requested new Major Subcontractor (including any assignee or transferee of any Major Subcontractor) for which adequate justification and supporting documentation is not provided in connection with the written request. With respect to any consent or approval required pursuant to this Section 12.1,

MDTA's review, consent and approval shall be limited to and based upon the items listed in clauses (a) through (d) of the preceding Section and shall not be based upon or take into consideration any financial or other obligation (contingent or otherwise) between Concessionaire and such proposed new Major Subcontractor (including any assignee or transferee of any Major Subcontractor) nor shall any payment be required (except as provided in Section 12.4) to be made by Concessionaire to or for the benefit of MDTA or the State, nor shall any adjustment be made to the Monthly Payments.

#### 12.1.2 Major Subcontractor Limitations

Notwithstanding any provision of this Section 12.1 to the contrary, any Major Subcontractor may, without the consent or approval of MDTA, subcontract, franchise or license any Subcontract for any Major Subcontractor to any of its franchisees or licensees or assign or transfer any interest in any Subcontract to any Affiliate of any Major Subcontractor, provided such Major Subcontractor remains at all times liable for such franchisee's or licensee's operations or performance under or pursuant to such Subcontract.

#### 12.1.3 Concessionaire's Right to Subcontract

Except as provided above with respect to Major Subcontractors, Concessionaire may subcontract for the provision of any service or the sale of any product pursuant to this Lease and Concession Agreement without the consent or approval of MDTA and the same shall be a Subcontractor within the meaning of this Concession Agreement.

#### 12.1.4 Prohibited Persons

In no event will any Subcontractor be permitted to be a Prohibited Person or be permitted to assign, franchise or license its rights under a Subcontract to a Prohibited Person of the type described in clauses (a), (b), or (c) of the definition of "Prohibited Person" or known by Concessionaire to be a Prohibited Person pursuant to clause (d) of the definition of "Prohibited Person".

#### 12.1.5 Construction

Concurrent with the execution and delivery of this Lease and Concession Agreement, Concessionaire has executed and delivered a Construction Agreement with General Contractor for the Initial Improvements. Concessionaire shall not add or replace General Contractor for the Initial Improvements without MDTA's prior written consent and approval. MDTA shall endeavor to approve or disapprove any replacement for the General Contractor within thirty (30) Business Days following its receipt of a request from Concessionaire. MDTA's consent to any such proposed new General Contractor (including any assignee or transferee of any General Contractor) shall not be unreasonably withheld. With respect to any consent or approval required pursuant to this Subsection 12.1.5, MDTA's approval shall not require any payment be required (except as provided in Section 12.4) to be made by Concessionaire to or for the benefit of MDTA or the State, nor shall any adjustment be made to the Monthly Payments.

Section 12.2 Subcontract Terms and Subcontractor Recognition Agreement

(a) Concurrent with the execution and delivery of this Lease and Concession Agreement, Concessionaire has delivered true and complete copies of the Subcontracts executed between Concessionaire or General Contractor and each Major Subcontractor and the Fuel Service Provider(s). Within three (3) Business Days after execution and delivery thereof, Concessionaire shall provide MDTA true and complete copies of the Subcontract executed between Concessionaire or General Contractor and each of the other Major Subcontractors. MDTA shall have the right to review, during normal business hours copies of any Subcontract.

(b) Subject to the provisions of Subsection 12.1.2 above, Concessionaire shall require all Subcontractors with Subcontracts providing all janitorial, custodial and maintenance work and all Major Subcontractors, except Subcontractors if their payments or revenues made or received by the Concessionaire or General Contractor are less than One Million Dollars (\$1,000,000.00) and Branded Concepts located in the Primary Service Facilities enter into a Subcontractor Recognition Agreement, in substantially the same form, as Exhibit I. All subcontracts shall provide that MDTA is a third party beneficiary thereof.

(c) Subject to the provisions of Subsection 12.1.2 above, Concessionaire shall require the General Contractor execute the General Contractor Recognition Agreement, Attachment D of Appendix 1 of the Lease and Concession Agreement. General Contractor is not required to submit an additional Subcontractor Recognition Agreement, Exhibit I.

Section 12.3 Concessionaire Liable

Notwithstanding anything to the contrary contained in this Article, following any such Subcontract referred to in this Article, Concessionaire shall remain fully liable for, and shall not be released from, all obligations owed to MDTA under this Lease and Concession Agreement. Notwithstanding anything to the contrary contained herein, no act or omission of MDTA hereunder (including any consent by MDTA) shall be deemed a waiver by MDTA of any provision hereof in any other or subsequent occasion or context.

Section 12.4 MDTA's Costs

All reasonable third party costs and expenses incurred by MDTA in connection with any request by Concessionaire under this Article XII or the exercise by Concessionaire of its rights under this Article XII shall be paid for by Concessionaire upon demand therefor on the date in which the next Monthly Payment is due.

**ARTICLE XIII**  
**Insurance; Taking; Disbursement of Proceeds**

Section 13.1 Insurance Requirements

At all times during the Term, Concessionaire shall, at its sole cost and expense, obtain and maintain in full force and effect, for the benefit of MDTA and Concessionaire, the types and

amounts of insurance, insurance policies or bonds set forth below against all risks, on and subject to the terms of this Article XIII:

#### 13.1.1 Commercial General Liability Insurance

Commercial general liability insurance including coverage against claims for bodily injury, death, or property damage, occurring on, in, or about the Leased Premises and the business operated by the Concessionaire and any Subcontractors or their respective Agents, concessionaires, or licensees of the Concessionaire, or otherwise occurring as a result of any work and the use and occupancy of the Leased Premises with such types of coverage and minimum coverage amounts as may be reasonably requested by MDTA from time to time, but in no event in an amount not less than two million dollars (\$2,000,000.00). Such coverage shall be written on an occurrence basis and include the following:

- (a) Products and Completed operations coverage;
- (b) Contractual Liability covering this Lease and Concession Agreement, subject to the terms of the applicable policy;
- (c) Personal Injury Coverage;
- (d) Independent Contractors;
- (e) Premises and Operations;
- (f) Broad Form Property Damage;
- (g) Fire Legal Liability; and
- (h) Employees as additional insureds.

#### 13.1.2 Comprehensive Automobile Liability

Automobile Liability Insurance covering owned, non-owned and hired vehicles in accordance with all applicable Legal Requirements, including the automobile insurance laws of the State of Maryland and other states where Concessionaire maintains its principal place of business. The limit shall not be less than one million dollars (\$1,000,000) per occurrence for damages arising out of bodily injury, death or property destruction. Such coverage shall be written on an occurrence basis.

#### 13.1.3 Workers' Compensation Insurance

Workers' compensation insurance covering all persons employed by the Concessionaire, the Occupancy Tenants or their Agents with respect to which claims for death or bodily injury could be asserted, complying with the laws of the State.

#### 13.1.4 Umbrella Liability

Umbrella Liability Insurance that shall provide excess coverage over the primary commercial general liability, employer's liability and automobile liability coverages as set forth in Sections 13.1.1 and 13.1.2 above. Such coverage shall be no less broad than such primary coverages and shall be written on an occurrence basis with limits of not less than thirteen million

dollars (\$13,000,000.00) per occurrence and in the aggregate(or in such increased limits from time to time as are customary for similar projects) for bodily injury and property damage.

#### 13.1.5 Builders Risk and Casualty Insurance

(a) During the period of any construction, Concessionaire shall maintain a completed value “all risk” Builder’s Risk form or “Course of Construction” insurance policy in non-reporting form in an amount not less than 100% of the replacement cost of any such construction.

(b) Concessionaire also shall maintain, or require the General Contractor to maintain, or, at all other times, require its Subcontractors to maintain, replacement cost property coverage and equipment breakdown coverage (also known as boiler and machinery coverage) insuring the personal property and fixtures in or comprising the Improvements (including the Fuel Service Equipment, Food and Beverage Equipment, all HVAC equipment, and all generators and mechanical equipment). Each insurance policy of the type described in this Section 13.1.5 shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any coinsurance provisions) or a waiver of any co-insurance provisions, all subject to MDTA’s approval; likewise, any deductible under the foregoing policies shall be subject to the prior written approval of MDTA, providing that none of such approvals shall be unreasonably withheld, conditioned or delayed.

(c) MDTA shall be named as a loss payee under all insurance maintained under this Section 13.1.5.

(d) The failure of the parties to agree on what is customarily insured against by owners of comparable buildings or the replacement cost of any Improvements, fixtures or personal property or any other matter which is the subject of this Section 13.1.5, shall not relieve the Concessionaire (and/or its General Contractor or Subcontractors, as applicable) of its and/or their obligations to maintain insurance hereunder. Subject to that condition, the parties also agree that, in the event any dispute shall arise as to the types or amounts of coverage that are required to be maintained hereunder, they shall maintain insurance with at least the same coverages and at least at the policy amounts as were in effect immediately prior to such dispute, until such dispute is resolved. Either party may subject any such dispute for resolution under Article XVI.

(e) Notwithstanding anything herein contained to the contrary, the Concessionaire (and/or its General Contractor or Subcontractors, as applicable) shall at all times provide agreed amount property coverage with a waiver of coinsurance. In the event that any change occurs in co-insurance requirements applicable to any locations by statute or by an insurance service organization recognized by the State of Maryland, or any similar body, the policies furnished by the Concessionaire (and/or its General Contractor or Subcontractors, as applicable) shall comply with such changes.

#### 13.1.6 Flood Insurance

If, at any time during the Term it is determined that all or a portion of the Improvements are located within an area designated as a Special Flood Hazard Area, Concessionaire shall

maintain flood insurance with respect to such Improvements continuously during the Term in an amount equal to the full insurable value of such Improvements.

#### 13.1.7 Terrorism Risk Insurance

To the extent commercially available, Concessionaire shall maintain Terrorism Risk Insurance during the Term covering property and liability in such amount as is reasonably satisfactory to MDTA for uncertified and certified (as specified under the Terrorism Risk Insurance Program Reauthorization Act, as amended.) acts of terrorism.

#### 13.1.8 Errors and Omissions

To the extent that Concessionaire, the General Contractor and any Subcontractors and/or any of the Concessionaire Representatives provide any architectural, engineering or design services under or in connection with this Lease and Concession Agreement and/or at or with regard to the Leased Premises, each person and entity providing such services shall be duly licensed and maintain Errors and Omissions coverage at such party's sole cost and expense, in an amount not less than five million dollars (\$5,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after Completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder; provided however, in no case shall any such party be required to purchase an Errors and Omissions policy for a period longer than ten (10) years. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date of the professional's commencement of any work under or pursuant to this Lease and Concession Agreement or the project to which it relates, whichever is earlier.

#### 13.1.9 Pollution Liability Insurance

(a) Site Pollution. Concessionaire shall maintain pollution liability insurance written on an occurrence form basis and having coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) individually for each Travel Plaza and an annual aggregate limit of five million dollars (\$5,000,000) individually for each Travel Plaza. If the policy is written on a "claims made" form, the Concessionaire shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for three years from the Termination Date. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date of the commencement of any construction. Coverage shall provide 1<sup>st</sup> party clean up and 3<sup>rd</sup> party body injury and property damage as needed.

(b) Storage Tank Liability. Concessionaire shall maintain and carry the AST/UST coverage written on an occurrence form basis and having coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) individually for each Travel Plaza and an annual aggregate limit of five million dollars (\$5,000,000) individually for each Travel Plaza. To the extent the Site Pollution policy addresses and covers the exposures for the fuel storage tanks the Site Pollution policy may share the limit for the combined coverage of ten million dollars (\$10,000,000) individually for each Travel Plaza. If the policy is written on a "claims



made” form, the Concessionaire shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for three years from the Termination Date. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date of the commencement of any construction. Coverage shall provide 1<sup>st</sup> party clean up and 3<sup>rd</sup> party body injury and property damage as needed.

#### 13.1.10 Other

(a) Concessionaire shall maintain such other insurance and in such amounts as operators of similar facilities to the Travel Plazas carry and maintain on such facilities from time to time during the Term. Such additional and/or other insurance with respect to the Improvements located at the Leased Premises shall be the same in terms of the scope, limits, and terms of coverage as at the time is customarily carried by prudent owners or tenants with respect to improvements similar in character, location and use and occupancy to the Improvements located at the Leased Premises.

(b) The insurance to be provided by the Concessionaire pursuant to this Section 13.1 shall be subject to the MDTA’s approval except for any greater or different requirements mandated by Governmental Rules. The MDTA shall have the right to obtain, at its own expense, a periodic reevaluation of the scope, limits, and terms of insurance coverage required to be carried by the Concessionaire, its occupancy tenants, Subcontractors and their respective Agents, pursuant to the provisions of this Section 13.1, but not more often than once every three (3) years.

### Section 13.2 Insurance Underwriting and Other Requirements

#### 13.2.1 Insurer

(a) Each insurance policy required under this Article shall be issued by an insurer of recognized responsibility licensed to issue the policy in the State, having a general policy holder’s rating of not less than A- and a financial rating of X (ten) or better as rated in the most current “Best’s Key Rating Guide” or any successor publication or, if there is no successor publication, a comparable rating by another nationally recognized insurance rating publication or rating organization, such as Standard and Poor’s or Moody’s, which rates insurance companies. Should the carrier’s rating fall below these specified ratings, the Concessionaire agrees, within thirty (30) days, to secure insurance in accordance with this Section 13.2 from a substitute carrier meeting the requirements of this Section.

(b) In the event any insuring company is not domiciled within the United States of America, the policy shall include a United States service of suit clause providing any actions against the insurer by the named insured or the State Parties shall be conducted within the jurisdiction of the United States of America.

#### 13.2.2 Insureds

Each liability insurance policy shall name the MDTA, the Department, and the State as additional insureds. Each property insurance policy shall name the MDTA as the owner of the Fee Estate, as its interests may appear.

### 13.2.3 Cancellation; Invalidated

Each policy of insurance maintained pursuant to this Lease and Concession Agreement shall be written to provide at least those coverages provided under standard forms therefore and as have been approved by the State. Each such policy shall not be subject to cancellation unless notice is given to the State, in the manner set forth in this Lease and Concession Agreement for providing official notice to the State, at least thirty (30) days prior to the date of cancellation, except ten (10) days for non-payment of premium. All insurance certificates required to be provided to the State hereunder shall evidence the insurers' agreement to the foregoing on the face thereof. Such insurance, as to the interest of the MDTA, shall not be invalidated by any act or neglect of the State, the MDTA, or their respective agents, employees, officers, representatives, and members (the State, the MDTA and such other Persons are sometimes referred to collectively as the "State Parties") the Concessionaire or any other named insured, additional insured or loss payee, by any foreclosure or any other proceedings relating to the Leased Premises, by any change in the title to or ownership of the Leased Premises, nor by use or occupation of the Leased Premises for purposes more hazardous than are permitted by such policy.

### 13.2.4 Primary

Every insurance policy maintained pursuant to this Lease and Concession Agreement shall be primary and without right or provision of contribution as to any other insurance (including self insurance) carried by the MDTA or any other Person.

### 13.2.5 Evidence

(a) At least twenty (20) days prior to the Transfer of Operations and not later than ten (10) days prior to the renewal date of any such insurance, the Concessionaire shall deliver to the MDTA insurance certificates evidencing such insurance, together with "additional insured" and "loss payee" endorsements, as applicable, together with the required coverage the MDTA may request and required by this Lease and Concession Agreement. At least thirty (30) days before any required insurance policy expires, the Concessionaire shall deliver to the MDTA certificates of insurance showing the effectiveness of the insurance required by this Lease and Concession Agreement, together with a new certificate of insurance showing the effectiveness of a replacement policy. Within forty-five (45) days after the MDTA's written request from time to time, the Concessionaire shall deliver or cause to be delivered to the MDTA an original or signed duplicate of any insurance policy required under this Lease and Concession Agreement and a Certificate stating that the insurance is in compliance with the applicable provisions of this Lease and Concession Agreement.

(b) Approval of any insurance by MDTA shall not be a representation of the solvency of any insurer or the sufficiency of any amount of insurance. In addition to and not in lieu of the foregoing, Concessionaire shall provide to MDTA, within five (5) Business Days following MDTA's written request for same, complete copies of the aforesaid binders or insurance policies, as the case may be. In providing such policies Concessionaire may redact provisions of the policy it considers proprietary.

#### 13.2.6 Occurrence Based

All insurance required hereunder shall be written “occurrence” (as opposed to “claims made”) basis, except for errors and omissions insurance and pollution liability insurance, which may be maintained on a “claims made” basis as provided in Subsections 13.1.8 and 13.1.9 above.

#### 13.2.7 Duration

Except as otherwise provided in Article XIII, all products and completed operations coverage required to be maintained by the Concessionaire and its General Contractor or Subcontractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

#### 13.2.8 Additional Insurance

Nothing herein shall preclude any Insuring Party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate.

### Section 13.3 Blanket Insurance

Nothing in this Lease and Concession Agreement shall prevent the insurance of the kind and in the amount provided for in this Article XIII from being issued under a blanket insurance policy or policies which cover other properties as well as the Leased Premises, provided such “blanket” policy or policies otherwise complies with the provision of this Article XIII. If any insurance is carried under a blanket policy, such policy shall separately identify the Leased Premises and insure the Leased Premises for the value required by this Lease and Concession Agreement.

### Section 13.4 Adjustment

Except as otherwise required by Subsection 13.1.5, on the fifth (5th) anniversary of the Effective Date and every fifth (5th) anniversary thereafter, Concessionaire shall cause the insurance coverage described in Section 13.1 to be adjusted such that the insurance coverage for the policies described in Section 13.1 will be in amounts as would be customarily maintained by reasonably prudent operators of facilities comparable to the Travel Plazas, provided that no reductions in coverage shall be permitted without the prior written consent of MDTA, which consent shall not be unreasonably withheld or delayed.

### Section 13.5 Subcontractors

Concessionaire shall either include all Subcontractors as insured under the policies of insurance required hereunder, or, except in the event of an emergency or other unusual or special condition where it is prudent not to do so, require such Subcontractors to procure and maintain, the insurance types and at levels that are commercially reasonable given such Subcontractor's activities on the Leased Premises. Any such insurance by any Subcontractor with respect to the Leased Premises or personal property on the Leased Premises shall include an endorsement waiving the insurer's rights of subrogation against the MDTA and the State and any of its officers, agents and employees. Any such 1<sup>st</sup> party policies of Subcontractor's liability insurance

shall name the State and its officers, agents and employees as an additional insured and MDTA as a loss payee, as applicable, and shall deliver to MDTA certificates evidencing such insurance, together with “additional insured” and “loss payee” endorsements.

#### Section 13.6 Insurance by MDTA

In the event Concessionaire fails to provide, maintain, keep in force or deliver or furnish to MDTA the insurance required by this Lease and Concession Agreement or evidence of the renewal thereof, MDTA, in addition to its other rights and remedies contained in this Lease and Concession Agreement on account of such failure, shall be authorized (but not required) to procure such insurance, and Concessionaire shall pay all amounts advanced by MDTA therefor, as Additional Payment, together with the late payment at the Default Rate and any interest at the legal rate that may be due on such amount until paid in full, upon demand by MDTA. MDTA shall not be responsible for nor incur any liability for the insolvency of the insurer or other failure of the insurer to perform, even though MDTA has caused the insurance to be placed with such insurer pursuant to this Section.

#### Section 13.7 Waiver of Subrogation

Any liability or casualty insurance set forth in Section 13.1 above carried by Concessionaire with respect to the Leased Premises or personal property on the Leased Premises shall include an endorsement denying to the insurer rights of subrogation against the MDTA and the State Parties.

#### Section 13.8 Maintaining the Insurance; Payment of Deductibles, Etc.

The Concessionaire shall not nor shall it permit General Contractor or any Subcontractor to take any action that would invalidate, in whole or in part, the insurance required to be maintained under Section 13.1. If Concessionaire, General Contractor or any Subcontractor takes any action that could or does invalidate such coverage, then Concessionaire shall promptly use commercially reasonable efforts to eliminate that condition or circumstance. The Concessionaire and its Subcontractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles under any policy(ies) of insurance maintained by them. Concessionaire and its Subcontractors shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is required of it under Section 13.1. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

#### Section 13.9 Use of Business Loss Insurance

The Concessionaire shall use the proceeds of any business loss insurance then in effect to pay (when and as due and payable) the Monthly Payments and debt service and operating expenses, real estate taxes and insurance premiums, and any other costs relating to the Leased Premises, accruing before such Restoration is completed. Any balance of such proceeds remaining after such payments are made shall, upon Operational Capability of the Restoration, be paid in the following order:

- (a) To the MDTA to cure any Event of Default, and
- (b) The remaining balance to the Concessionaire or as the Concessionaire may direct.

Section 13.10 No Limitation as to Concessionaire Liabilities.

Any insurance coverage and limits that Concessionaire furnishes shall in no way limit the Concessionaire's liabilities and responsibilities specified within this Lease and Concession Agreement or under applicable Legal Requirements.

Section 13.11 No Contribution by MDTA

Any insurance or self-insurance programs that MDTA or the State may maintain may be in excess of any and all other insurance that the Concessionaire, the General Contractor and all Subcontractors must or may maintain and MDTA or the State shall not contribute to any insurance maintained by any such parties under or with respect to the Leased Premises or this Lease and Concession Agreement, or any of their activities at the same, whatsoever.

Section 13.12 No Waiver

The failure of MDTA, at any time or from time to time, to enforce the provisions of this Article concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce any obligation of Concessionaire to indemnify, defend and hold harmless the State Indemnified Parties pursuant to this Lease and Concession Agreement. This Section 13.12 shall survive the expiration or Termination of this Lease and Concession Agreement.

Section 13.13 No Release

Neither the expiration or Termination of this Lease and Concession Agreement, nor anything in this Lease and Concession Agreement, shall relieve Concessionaire, the General Contractor or any Subcontractors from (a) any obligations relating to insurance claims based on actions or events occurring prior to the expiration or Termination of this Lease and Concession Agreement, or (b) any liability it has or may have to the State or MDTA should any of them have failed, during the Term, to maintain any insurance required by or under this Article. In addition, the expiration or Termination of this Lease and Concession Agreement shall not (x) abrogate the terms and conditions on and subject to which any insurance is, has been or was to be maintained by Concessionaire, General Contractor or any Subcontractors hereunder during the Term or any other period (including, but not limited to, Concessionaire's obligations to pay deductibles in connection with any claims), or (y) affect the parties' respective rights to the proceeds of any insurance which is subject to this Article.

Section 13.14 Sovereign Immunity

Nothing contained in this Lease and Concession Agreement shall be deemed to constitute a waiver of any immunity to which the MDTA or any of the State Parties may be entitled under Governmental Rules, as amended and in effect from time to time. The State Parties waive their sovereign immunity only to the extent set forth in, Title 12 of the State Government Article of the Annotated Code of Maryland, as amended.

### Section 13.15 Eminent Domain

#### 13.15.1 Eminent Domain Right to Participate; Award

With respect to any Taking, Concessionaire, in cooperation with MDTA, shall have the right to participate in negotiations, or any proceeding or agreement related to a Taking to protect their respective interests. The Award shall be paid to MDTA, and applied as provided herein.

#### 13.15.2 Termination of Agreement; Concessionaire Claim

If one or more entire Travel Plazas shall be taken or rendered wholly inoperable by a Taking, the Term and all right, title and interest of Concessionaire hereunder as to such Travel Plaza shall terminate on the Taking Date. In that event, the Monthly Payments and other charges to be paid to MDTA as to any such Travel Plazas shall terminate as of the Taking Date. As to any such Taking, Concessionaire shall have the right to claim from the condemning authority such compensation as may be properly awarded recoverable by Concessionaire in Concessionaire's own right, if any, by reason of any such Taking. Further, Concessionaire shall have the right to recover and MDTA shall be obligated to pay to Concessionaire that portion of the proceeds from any such Taking paid to MDTA properly allocated to the Travel Plazas and Improvements based on the valuation of Concessionaire's continued interest in the Leased Premises in accordance with Section 2.7 through the balance of the Term provided pursuant to Section 6.1.

### Section 13.16 Repair of Casualty Damage

#### 13.16.1 Assumption of the Risk

The Concessionaire hereby assumes all risk of damage to or destruction of the Leased Premises. The Concessionaire or its designee, at the Concessionaire's cost and expense, shall appear in any proceeding or other action, and shall promptly and with all due diligence, negotiate, accept, and prosecute any claim for any Insurance Proceeds payable under any insurance policy maintained by or on behalf of the Concessionaire ("Insurance Proceeds"); provided, however, the MDTA shall have the right to participate in such proceedings.

#### 13.16.2 Obligation to Restore

In the event that all or any portion of the Leased Premises shall be destroyed or damaged during the Term in whole or in part by fire or other casualty of any kind or nature (including any casualty for which insurance was not obtained or obtainable), ordinary or extraordinary, foreseen or unforeseen, this Lease and Concession Agreement shall not terminate, Monthly Payments shall not be abated, nor shall the respective rights or obligations of MDTA and Concessionaire be affected in any way, and Concessionaire shall: (a) give MDTA notice thereof promptly after Concessionaire receives actual notice of such casualty; and (b) proceed diligently to repair, restore or rebuild the same to the condition existing prior to the happening of such fire or other casualty at Concessionaire's sole cost and expense (any such activity being a "Restoration"). All Restoration shall be conducted in a good and workmanlike manner and in accordance with all applicable Legal Requirements and the applicable provisions of this Lease and Concession Agreement.

### 13.16.3 Rights of MDTA

If (a) Concessionaire shall fail or neglect to commence the diligent Restoration of the Leased Premises or the portion thereof so damaged or destroyed, (b) having so commenced such Restoration, Concessionaire shall fail to diligently complete the same in accordance with the terms of this Lease and Concession Agreement or (c) prior to the completion of any such Restoration by Concessionaire, this Lease and Concession Agreement shall expire or be Terminated in accordance with the terms of this Lease and Concession Agreement, MDTA may, but shall not be required to, complete such Restoration and shall have use of all Restoration Funds. In any case where this Lease and Concession Agreement shall expire or be Terminated prior to the completion of the Restoration, Concessionaire shall (i) account to MDTA for all amounts spent in connection with any Restoration which was undertaken, and (ii) pay over to MDTA, within 30 days after demand therefor, the remainder, if any, of the Restoration Funds received by Concessionaire and not otherwise utilized for such Restoration prior to such expiration or Termination.

### 13.16.4 Payment and Performance Bonds

If Concessionaire obtains payment or performance bonds related to a Restoration, Concessionaire shall name MDTA and Concessionaire and any Collateral Assignee, as identified in Appendix 3, Financing Provisions, as their interests may appear, as additional obligees, and shall deliver copies of any such bonds to MDTA promptly upon obtaining them.

### Section 13.17 No Third Party Beneficiaries

No contractor, mechanic, materialman, laborer, or any other Person whatsoever, other than MDTA and Concessionaire, shall have any interest in or rights to the Restoration Funds held by MDTA. MDTA and Concessionaire may, by mutual agreement, at any time provide for a different disposition of the Restoration Funds than that provided for in this Lease and Concession Agreement, without the necessity of obtaining the consent of any contractor, mechanic, materialman, laborer or any other Person whatsoever.

### Section 13.18 Waiver of Right of Recovery

If the Concessionaire or any Agent (the “Insured Party”) is paid any proceeds under any policy of property insurance naming the Insured Party as an insured, on account of any loss, damage, or liability, then the Insured Party hereby releases (or shall be required to release) the State Parties, to the extent of the amount of such proceeds, plus any deductible, co-insurance or self-insured retention, or the amount of such proceeds, which would have been paid if the required insurance was in effect, from any and all liability for such loss, damage, or liability, notwithstanding that such loss, damage or liability may arise out of the negligent or tortious act or omission of the State Parties. A waiver of right of recovery clause stating that the insurance policy shall not be negated by such waiver shall be included in the insurance policies of the Insured Party.

Section 13.19 Indemnification of State Parties

(a) The Concessionaire shall indemnify, protect, defend and hold harmless the State Parties from and against any and all suits, actions, liabilities, claims, demands, damages, losses, expenses and costs of every kind and description to which the State may be subjected by reason of injury to or death of persons or by reason of injury or damage to, or destruction of property of any person, firm or corporation occasioned wholly or in part by any negligent act or omission of Concessionaire or its officers, agents or employees, contractors, subcontractors, invitees, subconcessionaires or licensees, in any manner due to, arising from or connected with the occupation or use of the Leased Premises by Concessionaire, unless caused by the negligence or willful misconduct of the State or its agents, representatives, or contractors, regardless of whether such suits, actions, liabilities, claims, demands, damages, losses, expenses and costs be against or sustained by the State or be against or sustained by others to whom the State may become liable.

(b) MDTA has certain rights regarding tolls including the right to periodically adjust toll rates, impose new tolls and to alter the method of toll collection. Concessionaire shall indemnify and hold harmless MDTA from any damages or expenses to Concessionaire or its agents, employees, subconcessionaires, partners, Equity Owners, contractors, licensees, or invitees that result from MDTA's toll collection, including loss of business.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Lease and Concession Agreement.

Section 13.20 Increase in Risk

The Concessionaire shall not do or permit to be done any act or thing as a result of which either any policy of insurance of any kind covering any or all of the Leased Premises may become void or suspended, or the insurance risk under any such policy would (in the opinion of the insurer thereunder) be made greater, unless the additional risk is insured.

**ARTICLE XIV**  
**Event of Default; Remedies**

Section 14.1 Definition of Event of Default

The following events shall constitute an "Event of Default":

(a) Any failure by Concessionaire to make any monetary payment or satisfy any monetary obligations of any nature hereunder when due and such failure shall continue for ten (10) days after notice to Concessionaire from MDTA.

(b) Concessionaire's failure to perform or observe in any material respect any other provision, covenant, condition or non-monetary obligation under this Lease and Concession Agreement if such failure is not cured within thirty (30) days after MDTA had given written notice thereof to Concessionaire (which notice shall describe in reasonable detail the event or



circumstances giving rise to such Event of Default and reference the applicable Section or Sections of this Lease and Concession Agreement asserted as being breached), except that if such default, is not reasonably susceptible to cure within such thirty (30) day period (including the replacement by any Subcontractor of any franchisee or licensee of such Subcontractor), such cure period may be extended for such additional time as may be reasonably necessary to effect such cure, provided that Concessionaire (or the applicable Subcontractor with respect to replacement of a licensee or franchisee necessary to effect such cure) promptly commences such cure using diligent efforts within such thirty (30) day period and thereafter diligently and continuously pursues such cure to completion.

(c) The occurrence of the Concessionaire breaching obligations, as defined in the Performance Standards for a period of ninety (90) days and such default continues un-remedied for a period of thirty (30) days following written notice thereof from MDTA.

(d) Concessionaire shall breach any of the provisions of any Articles XI, XII, or Appendix 3, Financing Provisions, Article II hereof, and such breach continues un-remedied for thirty (30) days following notice thereof from MDTA to Concessionaire (which notice shall describe in reasonable detail the event or circumstances allegedly causing such Event of Default and reference the applicable Section or Sections of this Lease and Concession Agreement asserted as being breached), except that if such default is not reasonably susceptible to cure within such thirty (30) day period, such cure period may be extended for such additional time as may be reasonably necessary to effect such cure, provided that Concessionaire promptly commences such cure using diligent efforts within such thirty (30) day period and thereafter diligently and continuously pursues such cure to completion.

(e) Any representation or warranty made by Concessionaire in this Lease and Concession Agreement or in any certificate or document executed and delivered by Concessionaire on the date hereof in connection with this Lease and Concession Agreement shall be untrue in any material respect on the date hereof or the Effective Date, as applicable.

(f) Concessionaire shall breach Appendix 1, Construction Provisions, Section 5.4.

(g) Concessionaire (i) shall apply for, consent to or permit or become the subject of the appointment of a receiver, custodian, trustee or liquidator for it or any of its property or assets, admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of its creditors, be adjudicated bankrupt or insolvent or take any other similar action for the benefit or protection of its creditors; or (ii) shall file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, rearrangement, dissolution, liquidation or other similar debtor relief law or statute; or (iii) shall be dissolved, liquidated, terminated or merged; or (iv) shall have a trustee, receiver, liquidator or custodian shall be appointed for it or for any of its property or assets and shall not be discharged within one hundred twenty (120) days after the date of such appointment; or (v) shall have a petition in involuntary bankruptcy or similar proceedings is filed against it and such petition is not dismissed within one hundred twenty (120) days after the date of its filing.

(h) Prior to the Outside Completion Date, as identified in Appendix 1, Section 5.4, any Equity Owner then owning a majority of the Equity Interests, shall be the subject of any of the proceedings described in subsection (g) above and if as a result thereof such Equity Owner (or, if applicable, the trustee or receiver) rejects, refuses to pay or is relieved from meeting its payment obligations under and pursuant to such Equity Owner's Capital Commitment and such payment obligations are not assumed by the other Equity Owners.

(i) If a Lien has been made against all or any part of the Leased Premises or any interest therein as a result of any encumbrance created, incurred, assumed or suffered to exist by Concessionaire or any Person claiming through it, and such Lien has not been vacated, removed or stayed by court order, bonding or otherwise within sixty (60) days after Concessionaire becomes aware of such Lien.

#### Section 14.2 MDTA Remedies

Upon the occurrence of an Event of Default and subject to Appendix 3, Financing Provisions MDTA may exercise any one or all of the following remedies, cumulatively, successively or alternatively:

##### 14.2.1 Terminate Agreement

MDTA may, at MDTA's election, upon written notice to Concessionaire, terminate this Lease and Concession Agreement, and, this Lease and Concession Agreement shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for expiration of the Term. Upon receipt of written notice of Termination from MDTA, Concessionaire shall cease operations at the Travel Plazas and undertake the Transition Actions with respect to the Travel Plazas. Concessionaire shall make all Monthly Payments and Additional Payments up to the time of Termination. Concessionaire shall not be entitled to receive and MDTA shall not be obligated to tender any payment for anticipated or actual lost profits by Concessionaire.

##### 14.2.2 Payment

If an Event of Default is by reason of the failure to pay any monies, MDTA may (without obligation to do so) make payment on behalf of Concessionaire of such monies, and any amount so paid by MDTA shall be payable by Concessionaire to MDTA within three (3) Business Days after demand therefor.

##### 14.2.3 MDTA Cure

MDTA may cure an Event of Default (but this shall not obligate MDTA to cure or attempt to cure an Event of Default or, after having commenced to cure or attempted to cure an Event of Default, to continue to do so); provided, however, that (a) MDTA shall not incur any liability to Concessionaire for any act or omission of MDTA or any other Person in the course of remedying or attempting to remedy any Event of Default and (b) MDTA's cure of any Concessionaire Default shall not affect MDTA's rights against Concessionaire by reason of the Concessionaire's Default.

#### 14.2.4 Bonds

Without waiving such Event of Default, MDTA may, at its sole option but without any obligation so to do, make demand upon or seek payment under any of the Bonds in accordance with the terms thereof.

#### 14.2.5 New Lease and Concession Agreement

MDTA (a) may execute a new agreement for the operation and maintenance of the Travel Plazas and Leased Premises, or any part or parts thereof, with one or more Persons in place of Concessionaire, on such terms and conditions as MDTA may determine in its discretion and may grant concessions to the extent that MDTA considers advisable and necessary to execute the same and (b) may make such alterations and repairs on the Leased Premises as MDTA in its sole judgment considers advisable and necessary for the purpose of executing a new agreement; and the making of such alterations, repairs and decorations shall not operate or be construed to release Concessionaire from liability hereunder as aforesaid.

#### 14.2.6 Receivership

Upon application therefor, obtain the appointment of a receiver to operate the Travel Plazas.

#### 14.2.7 Other Remedies

MDTA may pursue such other legal or equitable remedies and exercise such other rights, powers and remedies as may be available to MDTA in its sole and absolute discretion.

### Section 14.3 Right to Terminate

Except as set forth in Section 14.2.1, MDTA shall have no right, authority or remedy to terminate this Lease and Concession Agreement, to limit or restrict Concessionaire's ability or right to perform the Permitted Use or otherwise Terminate this Lease and Concession Agreement prior to the expiration of the Term as provided in Section 6.1, whether at law and/or in equity.

### Section 14.4 Remedies Cumulative

Except as provided in Section 14.3, the specific remedies to which MDTA may resort under this Lease and Concession Agreement, and all other rights and remedies of MDTA now or hereafter existing by agreement, at law and/or in equity, are cumulative, and any two or more may be exercised at the same time. Nothing in this Lease and Concession Agreement shall limit the right of MDTA to prove and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any law in effect at the time. In addition to other remedies provided in this Lease and Concession Agreement, MDTA shall be entitled, to the extent permitted by this Lease and Concession Agreement or by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease and Concession Agreement, as to any other remedy allowed to MDTA in this Lease and Concession Agreement and/or at law or in equity it being acknowledged that damages may be an inadequate remedy. Forbearance by MDTA 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 such Event of Default.

#### Section 14.5 MDTA's Costs

If an Event of Default shall occur and not be cured within the cure periods set forth in Section 14.1 and MDTA employs attorneys or consultants in connection with the interpretation or enforcement of this Lease and Concession Agreement or any provision hereof or the exercise of any of its rights or remedies hereunder as a result thereof, then Concessionaire shall reimburse MDTA for all reasonable attorneys', consultants and expert witness fees, and all other reasonable expenses incurred by MDTA as a result therefrom.

#### Section 14.6 Fines and Penalties

All such fine amounts set forth in the Performance Standards on the date hereof shall be adjusted on each of the fifth, tenth, fifteenth, twentieth, twenty-fifth, and thirtieth anniversaries of this Lease and Concession Agreement by the CPI Factor wherein the first month for each such period shall be the month immediately preceding the Effective Date and the last month for such period shall be the calendar month immediately preceding such applicable anniversary.

### **ARTICLE XV**

#### **Expiration or Termination; Transition**

##### Section 15.1 Survival of Certain Provisions

Upon Termination or expiration of this Lease and Concession Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party; provided, however, that the following provisions shall survive the Termination or expiration of this Lease and Concession Agreement except as otherwise provided herein: (a) any and all indemnity and payment and Remediation obligations of Concessionaire arising hereunder and under applicable Legal Requirements, (b) MDTA's remedies following an Event of Default and Concessionaire's remedies following a breach by MDTA, (c) the provisions of this Article XV and (d) any other provisions hereof which expressly provide that such provision survives the expiration or earlier Termination of this Lease and Concession Agreement.

##### Section 15.2 Vacating Upon Expiration or Termination

Concessionaire shall peaceably vacate the Leased Premises at the expiration of the Term or Termination of this Lease and Concession Agreement. Concessionaire shall be fully and solely responsible for complying with any and all applicable Legal Requirements relating to the closing of its operations at the Travel Plazas and otherwise with respect to Employees. Without limiting the generality of the foregoing, Concessionaire shall timely provide all required notices and information required under applicable Legal Requirements to Employees and Concessionaire shall be and remain solely responsible for all salary, benefits, fines and penalties owed on account of any compliance or non-compliance by Concessionaire with such Legal Requirements. In addition, at the expiration of the Term or Termination of this Lease and Concession

Agreement, Concessionaire shall terminate or assign all of its contractual agreements with vendors providing goods and/or services to the Travel Plazas (including all Subcontracts) and shall be solely responsible for all amounts owed under or on account of such agreements up to the time of termination or assignment (including any early termination penalties). No such failure by Concessionaire to comply with any of its obligations under this Section shall extend the Term hereof. Without limiting the foregoing, Concessionaire hereby makes such termination or assignment effective as of such expiration or Termination.

### Section 15.3 Transition to New Person

In connection with any transition in operation of the Permitted Use from Concessionaire to a new Person or Persons, Concessionaire shall, both prior to and for a period of one (1) year following Termination or expiration of the Term, cooperate reasonably with such new operator and MDTA to ensure an orderly transition of comparable services at the Travel Plazas by such new operator, at no cost or expense to Concessionaire. Such cooperation (where applicable) shall include each of the following:

(a) Concessionaire shall provide MDTA and such new operator with access to the Leased Premises at reasonable times upon reasonable advance notice.

(b) Concessionaire, together with MDTA and new operator, shall jointly catalogue all Fixtures and Equipment and Fuel Service Equipment. If MDTA desires to purchase any item owned by Concessionaire or any Subcontractor, MDTA shall have a right of first refusal on such purchase. If Concessionaire does not remove any item(s) for which ownership and removal has been approved by MDTA within ten (10) days from Termination or expiration of this Lease and Concession Agreement, such item(s) shall be deemed to have been abandoned, and either may be retained by MDTA as its sole property (without the execution of any further instrument and without payment of any money or other consideration therefor) or may be disposed of in such manner as MDTA may see fit. Upon the request of MDTA, Concessionaire agrees, and agrees to require any Subcontractor, to execute and deliver such documents and instruments as MDTA shall reasonably request to evidence or confirm MDTA's ownership interest (as set forth herein) in any portion or all of the Improvements or Fixtures and Equipment affixed to the Improvements.

(c) Concessionaire shall furnish to MDTA or new operator a list of those Employees that are involved in providing the services required by this Lease and Concession Agreement, including their job titles and length of employment with Concessionaire and salaries, waive any contractual arrangement, including noncompetition agreements, made with such employees to the extent practicable and not prohibited by law, and allow MDTA and/or such new operator to interview such employees for new employment positions (without any obligation on their part to hire same for any position).

(d) Concessionaire shall either terminate or assign all of its contractual agreements with vendors providing goods and/or services to the Travel Plazas (including all Subcontracts). If such agreements are terminated, Concessionaire shall furnish to MDTA or new operator the names, telephone numbers and account numbers of all vendors providing goods and/or services to the Travel Plazas (including utilities, cleaning, garbage disposal and the like).

(e) In the event that Concessionaire shall fail to cooperate with MDTA or such new operator as aforesaid, then MDTA shall so notify Concessionaire in writing (which notice shall include a reasonably detailed explanation of MDTA's basis for Concessionaire's non-compliance). In the event that Concessionaire shall fail to cure such non-compliance within thirty (30) days following receipt of such notice, Concessionaire shall pay to MDTA upon demand, as Additional Payment, all of MDTA's damages, costs and expenses arising from such breach; provided that nothing herein shall obligate Concessionaire to incur any cost or expense with respect to the cooperation set forth in this Section 15.3.

## **ARTICLE XVI** **Dispute Resolution**

### Section 16.1 General

If a dispute arises under any Section of this Lease and Concession Agreement which specifically contemplates submission of a dispute under this Article XVI, it is the intention of the parties to make a good faith effort to resolve any such dispute (a "Dispute") according to the procedures set forth in this Article. Statements made by representatives of the parties during informal dispute resolution, including executive negotiations and non-binding mediation procedures in Sections 16.2 and 16.3.2 shall be considered part of settlement negotiations and shall not be admissible in evidence in any litigation proceeding without the mutual consent of both parties.

### Section 16.2 Executive Negotiations

Upon written notice from either party of a Dispute, which notice shall provide a reasonable description of such Disputed item, specifying the estimated amount thereof in Dispute, if applicable, and setting forth, in reasonable detail, the basis for such Dispute, each of Concessionaire and MDTA shall immediately designate one of its executives or representatives (other than MDTA's Authorized Representative and the Concessionaire Representative) and empower that executive with any necessary authority to resolve the Dispute. Concessionaire shall provide written notice of its Dispute within thirty (30) days after the basis for the dispute is known or should have been known. The designated executives shall promptly begin discussions in an effort to agree upon a resolution of the Dispute. If the executives do not agree upon a resolution of the Dispute within fifteen (15) Business Days of the referral to them (the "Deadlock"), either party may elect to abandon negotiations. If a Dispute cannot be resolved pursuant to the procedures outlined in this paragraph, the parties agree to proceed with such Dispute pursuant to Section 16.3 below.

### Section 16.3 Dispute Procedures Subsequent to Executive Negotiations

#### 16.3.1 Governing Law

Subject to the Concessionaire's obligations under Section 16.3.3, any action or proceeding arising under or relating to the Lease and Concession Agreement shall be brought in

the courts of the State of Maryland in accordance with Section 18.30 and said courts shall have exclusive judicial jurisdiction with respect to such actions and proceedings.

### 16.3.2 Non-binding Mediation

If the designated executives are unable to reach an agreement regarding the Dispute within the time specified above, either the Concessionaire or MDTA may make written request within fifteen (15) Business Days to submit the Deadlock to non-binding mediation (the "Mediation"). The Mediation shall take place at such location in the State of Maryland as the parties shall agree or, in the absence of such agreement, as determined by the Mediator. The Mediation shall be conducted before a single mediator to be agreed upon by Concessionaire and MDTA. If Concessionaire and MDTA cannot agree on the mediator, each of Concessionaire and MDTA shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each of Concessionaire and MDTA shall bear the fees and expenses of its mediator, and the fees and expenses of the final mediator shall be borne one-half by MDTA and one-half by Concessionaire. The decision of the mediator shall be non-binding on Concessionaire and MDTA.

### 16.3.3 Agency Decision

(a) Except as otherwise provided in this Lease and Concession Agreement, all Disputes arising under, or as a result of a breach of, this Lease and Concession Agreement that are not resolved by executive negotiation or through Mediation shall be decided in writing by the Executive Secretary under this Section 16.3.3.

(b) Unless a lesser period is prescribed by law or by this Lease and Concession Agreement, if neither party seeks Mediation, the Concessionaire shall file a Dispute with the Executive Secretary within thirty (30) days after reaching a Deadlock. The written complaint shall contain:

- (i) An explanation of the dispute, including the decision on which the dispute is based, and an explanation of the bases upon which the Concessionaire disagrees with the decision;
- (ii) The amount in dispute;
- (iii) The facts, including the provisions of the Lease and Concession Agreement and Project Documents, on which the Concessionaire's contentions regarding the dispute are based;
- (iv) All pertinent data and correspondence on which the Concessionaire relies to support its contentions regarding the dispute; and
- (v) An affirmation by a senior official, officer, or general partner or joint venturer of the Concessionaire or a Subcontractor, if applicable, that to the best of the Person's knowledge and belief, the dispute is filed in good faith, the supporting data are accurate and complete, and that the Person believes that the requested amount accurately reflects the amount for which the MDTA is liable.

(c) Upon receipt of the written complaint, subject to any required review by the MDTA, the Executive Secretary shall decide the Dispute and shall furnish a written decision to the Concessionaire.

#### 16.3.4 Appeal of Agency Decision

(a) Thereafter, but no later than thirty (30) days after receipt of the Executive Secretary's decision, the Concessionaire may seek appropriate legal or equitable relief. Pending judicial resolution or resolution by another tribunal with jurisdiction of the dispute, the Concessionaire shall proceed diligently with performance of the Lease and Concession Agreement in accordance with the Executive Secretary's decision.

(b) This Article prescribes the Concessionaire's administrative remedies, which are to be exhausted prior to filing a claim in court, with respect to claims and disputes, unless otherwise provided by Governmental Rules.

#### Section 16.4 MDTA Action

Notwithstanding any other provision of this Lease and Concession Agreement and without resort to the remedy prescribed in Section 16.3, the MDTA may institute an action or proceeding in the courts of the State of Maryland with respect to any matter arising under or relating to the Lease and Concession Agreement.

### **ARTICLE XVII** **Statutory, Regulatory, and Executive Order Provisions**

#### Section 17.1 Statutory Authority

The statutory authority for this Lease and Concession Agreement is Annotated Code of Maryland, Transportation Article §§ 4-101, 4-201, 4-204(a), 4-205, 4-209, and 4-404. This Lease and Concession Agreement is exempt from Maryland General Procurement Law pursuant to an exemption under COMAR 21.01.03.03B(1)(d).

#### Section 17.2 Certificate of Incorporation

In the event that any successor or assign of the Concessionaire is a corporation, partnership or limited liability company, such Concessionaire shall, to the extent required by applicable law, certify that it is a domestic or foreign corporation which is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland and is in good standing and has filed all of its annual reports with the State of Maryland Department of Assessments and Taxation. Such Concessionaire shall further certify that such Concessionaire has paid all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury and the State of Maryland Department of Labor, Licensing and Regulation and has paid all withholding taxes due to the State of Maryland. Such Concessionaire shall further agree to remain in good standing in the State of Maryland for the duration of the Term of this Lease and Concession Agreement.



### Section 17.3 No Contingent Fees

The Concessionaire warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for the Concessionaire, to solicit or secure this Lease and Concession Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Lease and Concession Agreement.

### Section 17.4 Non-Recourse to State

Neither the State of Maryland nor any unit or constituent institution of the State of Maryland shall be in any way liable for or subject to any indebtedness or contractual obligation of the Concessionaire.

### Section 17.5 Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Lease and Concession Agreement, shall during the pendency and Term of this Lease and Concession Agreement and while serving as an official or employee of the State become or be an employee of the Concessionaire or any entity that is a subcontractor on this Lease and Concession Agreement.

### Section 17.6 Contract Affidavit

The Concessionaire hereby makes the affirmations set forth in the Lease and Concession Agreement Affidavit attached hereto as Exhibit J. The Concessionaire shall execute and deliver to the MDTA the Affidavit on the date of execution of this Lease and Concession Agreement by the Concessionaire.

### Section 17.7 No Liability for Officials and Others

The Concessionaire agrees, notwithstanding any provision of this Lease and Concession Agreement to the contrary, and notwithstanding any right arising from, in connection with or incidental to, the payment or performance by the MDTA of any provision of this Lease and Concession Agreement or any breach thereof, no person signing this Lease and Concession Agreement, no director or trustee of, and no other officer, agent, official, representative, member, partner, trustee, employee or other Person acting by or on behalf of the State or the MDTA, shall have any personal or individual liability for the performance of any covenant, term or condition of this Lease and Concession Agreement, or any breach thereof.

### Section 17.8 Nondiscrimination

#### 17.8.1 General

(a) The Concessionaire shall not discriminate in any manner against a prospective contractor or subcontractor because of the race, color, religion, creed, age, sex, marital status,

national origin, ancestry, or physical or mental handicap of its principals or employees. In furtherance of this requirement, the Concessionaire shall:

- (i) Comply with all applicable federal and State laws pertaining to non-discrimination; and
- (ii) Include a provision similar to that contained above in this subsection in any contract in connection with this Lease and Concession Agreement, and require contractors to require the same of subcontractors;

(b) When permitted or required by law, the MDTA encourages the use of minority businesses for contracting and subcontracting opportunities. Subject to applicable law, it is the policy of the MDTA that minority business enterprises (“MBEs”) have the maximum practicable opportunity to participate in performing on contracts in connection with this Lease and Concession Agreement. The MDTA may not require compliance with the State’s MBE goals under applicable law; however, to the extent that any corresponding program enacted by affected Governmental Authorities is applicable to the Lease and Concession Agreement or any portion thereof, the Concessionaire shall comply with those requirements. It is expected that the Concessionaire will desire to promote and will undertake efforts to reach out to MBEs to maximize MBE participation in contracts.

(c) Consistent with the provisions of subsections (a) and (b) above, the Concessionaire shall:

- (i) Establish a new or implement an existing program that will provide all enterprises, including MBEs and small businesses (“SBRs”), an equal opportunity to bid for work to be performed in connection with the Lease and Concession Agreement, including implementing an outreach program to inform MBEs and SBRs timely of contracting and subcontracting opportunities;
- (ii) Identify and advertise in local publications potential contracting and subcontracting opportunities that are available in connection with work to be performed in connection with the Lease and Concession Agreement;
- (iii) To the extent practicable, provide bonding, financing and technical assistance to SBRs performing work in connection with the Lease and Concession Agreement; and
- (iv) If the State develops a program to include requirements for contract participation for MBEs or SBRs applicable that would have been applicable to this Lease and Concession Agreement if developed prior to the Transfer of Operations, modify the Lease and Concession Agreement to include provisions consistent with all applicable requirements, with any costs associated with the Concessionaire’s participation in the program to be paid by the Concessionaire.

#### 17.8.2 Commercial Nondiscrimination

(a) As a condition of entering into this agreement, the Concessionaire represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described

under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Concessionaire may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Concessionaire retaliate against any person for reporting instances of such discrimination. The Concessionaire shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Concessionaire understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and Concession Agreement and may result in termination of this Lease and Concession Agreement, disqualification of the Concessionaire from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

(b) As a condition of entering into this Lease and Concession Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against the Concessionaire under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Concessionaire agrees to: provide to the State within 60 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Concessionaire has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the Concessionaire on each subcontract or supply contract. The Concessionaire further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The Concessionaire understands and agrees that violation of this clause shall be considered a material breach of this Lease and Concession Agreement and may result in termination, disqualification by the State from participating in State contracts, and other sanctions.

#### Section 17.9 Public Ethics Law

Concessionaire shall be bound by and comply with, the provisions of Title 15 of the State Government Article of the Annotated Code of Maryland, which prohibits former officials or employees of the State of Maryland from assisting or representing a party, other than the State, in a case, contract, or other specific matter for compensation if the matter involved State government and the former official or employee participated significantly in the matter as an official or employee. In addition, Title 15 prohibits a party that employs an individual or person who assisted the State in the drafting of specifications, an invitation for bids, a request for proposals, or the selection or award process for an invitation for bids or request for proposals from submitting a bid or proposal or from assisting or representing another person, directly or indirectly, from submitting a bid or proposal. Concessionaire shall comply with any and all other applicable requirements or obligations of the Public Ethics Law under Title 15 of the State Government Article.

Section 17.10 Financial Disclosure

Concessionaire shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

Section 17.11 Political Contribution Disclosure

Concessionaire shall comply with Election Law Article Sections 14-101-14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (i) February 5, to cover the 6-month period ending January 31; and (ii) August 5, to cover the 6-month period ending July 31.

Section 17.12 Compliance with Laws

Concessionaire shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease and Concession Agreement. Concessionaire shall obtain, at its expense, all licenses, permits, insurance, and Governmental Approvals, if any, necessary to the performance of its obligations under this Lease and Concession Agreement.

Section 17.13 Patent Indemnity

Concessionaire shall indemnify, protect and save harmless the State, its officers, agents and employees from all claims growing out of any patent or copyright infringements or claims thereof pertaining to any design, drawings, specifications or other patentable or copyrights items used by Concessionaire.

Section 17.14 Compliance with the Americans with Disabilities Act (ADA)

Concessionaire shall comply with the ADA, 42 USC Section 12101 et seq. and applicable regulations. To the extent required by the ADA, Concessionaire's facilities, services and programs shall be accessible to persons with disabilities. Concessionaire shall bear sole responsibility for assuring that its activities under this Lease and Concession Agreement conform to the ADA. Concessionaire shall indemnify and hold the State harmless in any administrative

proceeding or other action brought pursuant to the ADA for all damages, attorney fees, litigation expenses and costs, if such action or proceeding arises from the acts of Concessionaire, Concessionaire's employees, agents or subcontractors.

Section 17.15 Compliance with the Maryland Public Information Act (MPIA)

Concessionaire acknowledges that all documents submitted to State or MDTA under the requirements of this Lease and Concession Agreement are considered "public records" under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland, (MPIA) and could possibly be subject to disclosure under the MPIA. Concessionaire should specifically identify portions of documents submitted to the State or MDTA as confidential, proprietary or trade secrets and provide justification why such documents, upon request, should not be disclosed under the MPIA.

**ARTICLE XVIII**  
**General Provisions**

Section 18.1 Notices

(a) The MDTA Authorized Representative identified below will serve as the main point of contact for the Concessionaire, and must receive all Notices as set forth below at the following address. All notices must also be sent via e-mail to the MDTA's Authorized Representative at the e-mail address below:

Name: Harold M. Bartlett  
Executive Secretary

Address: Maryland Transportation Authority  
2310 Broening Highway  
Baltimore, Maryland 21224

(b) The following information is the contact information for the Concessionaire's General Manager. The Concessionaire's General Manager will serve as the main point of contact for the State. All notices must be sent to the Concessionaire's General Manager at the following address:

Name: Erik Bellsollell

Address: 5301 Blue Lagoon Drive, Suite 690  
Miami, Florida 33126

Telephone number: 305-322-1120

Fax number: 305-675-8488

E-mail address: erik.bellsollell@areasmail.com

(c) The parties may designate in writing from time to time, throughout the Term, other individuals and addresses to serve as the main Point of Contact.

(d) Any Notice shall be in writing; and shall be sent by:

- (i) Certified or registered mail in the United States, postage prepaid, return receipt requested;
- (ii) By Federal Express or another national courier service; or
- (iii) Upon having been given by hand or other actual delivery, if such party's receipt thereof is acknowledged by a signed delivery receipt; in each case to the address of such party set forth herein below or to such other address in the United States as such party may designate from time to time to each other party hereto.

e) Any Notice sent by the method described in:

- (i) (d)(i) above shall be effective two (2) days after mailing;
- (ii) (d)(ii) above shall be effective on the next Business Day after having been sent; and
- (iii) (d)(iii) above shall be effective upon delivery.

(f) The MDTA and the Concessionaire may also each designate up to two (2) additional Persons to receive Notices. The MDTA shall make reasonable efforts to provide Notices to all Persons designated by the Concessionaire. However, from time to time, the MDTA shall not be in default of its obligations under this Lease and Concession Agreement in the event of a failure to provide Notice to any such Persons, and any Notice given to the Concessionaire shall not be rendered ineffective in the event any other Person does not receive a copy of a Notice.

(g) Concessionaire shall accept service of process with respect to any such claim when delivered by certified mail return receipt requested or by personal service via Federal Express or another national courier service addressed to Concessionaire at its above-stated address or to its resident agent established by registration with the Maryland Department of Assessments and Taxation.

## Section 18.2 Waiver; Remedies

No party hereto shall have waived the exercise of any right that it holds hereunder, unless such waiver is made expressly and in writing and, without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise. No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. Without limiting the generality of the foregoing, no action taken or not taken by the MDTA under this Section or any other provision of this Lease and Concession Agreement, including, but not limited to, the MDTA's acceptance of the payment of Monthly Payments after the

occurrence of any Event of Default, shall operate as a waiver of any right to be paid a late charge, or interest, or of any other right or remedy which the MDTA would otherwise have against the Concessionaire on account of such Event of Default under this Lease and Concession Agreement or applicable law (the Concessionaire hereby acknowledging that, in the interest of maintaining good relations between the MDTA and the Concessionaire, there may be instances in which the MDTA chooses not immediately to exercise some or all of its rights on the occurrence of an Event of Default).

### Section 18.3 Tolls

The Concessionaire, its Subcontractors, Occupancy Tenants and their respective Agents and employees, will not be entitled to toll-free passage on any MDTA facilities in connection with the design, construction, operation, or maintenance of the Travel Plazas.

### Section 18.4 Quiet Enjoyment

The MDTA hereby warrants specially that the Concessionaire will have quiet and peaceful possession of the Leased Premises during the Term from the MDTA or from any Person claiming by, through or under the MDTA, so long as all of the Concessionaire's obligations hereunder are timely performed; subject however, to all of the other terms and provisions of this Lease and Concession Agreement and the Project Documents, and subject to the Permitted Encumbrances.

### Section 18.5 Telecommunications Tower

A telecommunications tower is present on the Site of the Chesapeake House Travel Plaza. This tower is not part of the Leased Premises, and it will remain under the ownership and control of the MDTA or of third parties under separate agreement with the MDTA. The Concessionaire shall have no rights to the tower or to any revenue therefrom. The MDTA will have the right along with the owners of the cell tower to ingress and egress on the property to perform maintenance and inspection of this tower at all times.

### Section 18.6 Fuel Service Equipment Sale and/or Removal

(a) The Concessionaire shall have the right prior to the expiration of the Term or any extension thereof, to offer to sell and convey the Fuel Service Equipment owned by the Concessionaire or any Occupancy Tenant to the MDTA or any third party designated by the MDTA upon such terms and conditions as the parties may mutually agree. If no agreement can be reached, then upon the expiration or earlier termination of the Term, the Concessionaire shall remove the underground fuel storage tank systems and associated distribution systems owned by the Concessionaire or any Occupancy Tenant or others in accordance with applicable Environmental Laws and include, without limitation, surface restoration, sub-surface restoration to include soil and/or groundwater, and compaction of excavation materials caused by tank systems removal.

(b) No later than one year prior to the expiration of this Lease and Concession Agreement or any extension thereof, or within one hundred twenty (120) days of its early

termination of the Term, the Concessionaire shall make an irrevocable decision and inform the MDTA of its decision to either sell or remove its underground fuel storage tank systems and associated distribution systems and cause the sale or removal to occur on or before the Termination Date. If the Concessionaire elects to remove the underground storage tank systems and all associated appurtenances, it shall submit a closure report(s) to the MDE. The Concessionaire shall remain responsible for any site investigations, site characterizations, and/or corrective actions directed by any regulatory agency or body that are associated with any contaminated soil and/or ground encountered during removal of the underground storage tank systems and associated appurtenances which resulted from the Concessionaire and/or any Occupancy Tenant's operation of the underground storage tank systems and/or dispensing systems. The Concessionaire shall be responsible for remediating soil and groundwater to then current industry standards for similar fuel facilities or to Governmental Rules, whichever is stricter, before the Termination Date.

(c) The provisions of this Section 18.6 shall survive the expiration or earlier termination of the Lease and Concession Agreement.

#### Section 18.7 Signs/Advertisements

The parties acknowledge that the placement of any advertising on the exterior walls of the buildings and outside the buildings at the Travel Plazas may be subject to the requirements of the Lease and Concession Agreement, as well as Governmental Rules, and the parties agree to abide by any and all such Governmental Rules, requirements and procedures.

#### Section 18.8 Complete Understanding

This Lease and Concession Agreement represents the complete understanding between the parties hereto as to the subject matter hereof, and the rights and obligations of the parties hereto as to the same, and supersedes all prior negotiations, representations, guaranties, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease and Concession Agreement, except those specifically set forth in this Lease and Concession Agreement. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Lease and Concession Agreement that is not set forth herein. In the event of any conflict between the provisions of this Lease and Concession Agreement or other Reference or Project Documents the provisions of this Lease and Concession Agreement shall control.

#### Section 18.9 Independent Contractor

The relationship of the Concessionaire to the State is that of an independent contractor, and said Concessionaire, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as nor claim to be an officer or employee of the State or the MDTA by reason hereof, and that it will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State or the MDTA, including workers'



compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Section 18.10 Time of the Essence; Force Majeure

(a) Time shall be of the essence under this Lease and Concession Agreement, except that whenever the last day for the exercise of any right or the discharge of any obligation hereunder falls on a Saturday, Sunday or statutory federal or State holiday, the party having such right or obligation shall have until 5:00 p.m. Eastern Time on the next succeeding day which is not a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

(b) Notwithstanding the provisions of the immediately preceding paragraph of this Section and except as may otherwise be provided in the Lease and Concession Agreement, delays caused by or resulting from a Force Majeure Event shall not be counted in determining the time when the performance of such act must be completed, whether such time is designated by a date or fixed time, a fixed period of time or "a reasonable time," unless it is expressly stated that such date, time, or period may not be extended due to a Force Majeure Event. Except as otherwise provided in the Lease and Concession Agreement, the Concessionaire shall be entitled to a one-day extension for every one day of delay due to a Force Majeure Event. For a Force Majeure Event impacting the Concessionaire's ability to fulfill its obligations under this Lease and Concession Agreement, the Concessionaire must notify the MDTA within ten (10) days following the Concessionaire obtaining actual knowledge, or the time that Concessionaire should have had knowledge, using reasonable diligence, of the Force Majeure Event as a prerequisite to consideration of relief there from; and the Concessionaire shall use all commercially reasonable efforts and all due diligence to effect the required performance as a condition of continued relief due to a Force Majeure Event. Force Majeure Event means any event beyond the reasonable control of the Concessionaire or MDTA, as the case may be, that delays or interrupts the performance of the obligations or covenants of the Concessionaire or MDTA respectively, hereunder, including an intervening act of God or public enemy, war, act of terror, invasion, armed conflict, act of foreign enemy, blockade, revolution, sabotage, civil commotions, interference by civil or military authorities, earthquake, riot or other public disorder, epidemic, quarantine restriction, governmental embargo, nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, tornado, tides, hurricane or other natural disaster; but only if such event is not (i) the result of an exercise of eminent domain, and (ii) the result of (A) the negligence or misconduct of the Concessionaire or MDTA, as the case may be, or their respective representatives, (B) any act or omission by the Concessionaire or MDTA, as the case may be, or their respective representatives in breach of the provisions of this Lease and Concession Agreement, or (C) lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire or the MDTA, as the case may be.

Section 18.11 Severability

No determination by any court, governmental or administrative body or agency, or otherwise that any provision of this Lease and Concession Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision, or such provision in any circumstance not controlled by such determination.

Each such provision shall remain valid and enforceable to the fullest extent allowed by, and shall be construed, wherever possible, as being consistent with applicable law.

Section 18.12 Disclaimer of Partnership Status

Nothing in this Lease and Concession Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

Section 18.13 Brokerage Commissions

The Concessionaire and the MDTA each hereby represent and warrant to the other that it has not dealt with any real estate broker, agent or finder, and there is no commission, charge or other compensation due on account thereof in connection with this Lease and Concession Agreement. The Concessionaire shall indemnify, defend and hold harmless the State and the MDTA in the event any claim is made against the MDTA and/or the State for a broker's commission or other finder's fee due to the acts of the Concessionaire or its Agents or Affiliates.

Section 18.14 Limitation of Liability of the MDTA

The liability of the MDTA to the Concessionaire under this Lease and Concession Agreement, if any, shall be limited to the maximum provided and permitted by law.

Section 18.15 No Merger

The parties expressly agree that absent the express written Lease and Concession Agreement of the MDTA and the Concessionaire, the Fee Estate and the Leasehold Estate shall not merge during the Term regardless of whether the same person is the owner of both estates.

Section 18.16 Joint and Several Liability

Whenever the Concessionaire is two (2) or more Persons, each and all of such Persons shall be jointly and severally liable for the Concessionaire's obligations under this Lease and Concession Agreement.

Section 18.17 Effect of Termination

The effect of the expiration or earlier termination of this Lease and Concession Agreement will be to discharge both the MDTA and the Concessionaire from future performance of this Lease and Agreement, but not from their rights and obligations existing on the Termination Date and obligations that, by the terms of this Lease and Concession Agreement, survive such termination. Monthly Payments shall be apportioned as of the Termination Date, provided such apportionment shall not negate the MDTA's rights or remedies to the extent provided for elsewhere in this Lease and Concession Agreement, at law or in equity, if this Lease and Concession Agreement is terminated due to an Event of Default.

#### Section 18.18 Termination for Convenience

The MDTA shall have the right to terminate this Lease and Concession Agreement at its convenience, in whole but not in part, at any time whenever the MDTA shall determine that such termination is in the best interest of the State. MDTA shall use its best efforts to provide as much prior written notice to the Concessionaire as possible, which notice shall specify the effective termination date. In the event of such termination, the MDTA shall pay all reasonable costs associated with this Lease and Concession Agreement that Concessionaire has incurred up to the date of termination and all reasonable costs associated with termination of the Lease and Concession Agreement, and shall provide compensation to Concessionaire in an amount equal to the greater of the fair market value of the concession or the outstanding third party debt.

#### Section 18.19 Press Releases

Press releases by the Concessionaire or its Agents pertaining to the Leased Premises or the Travel Plazas prior to completion of Construction of any Improvements and prior to Operational Capability, initial occupancy, or containing any reference to the State or the MDTA, shall not be issued without prior written approval of the MDTA. In addition, the Concessionaire shall make reasonable efforts to obtain the MDTA's prior approval of any press releases containing information or statements that could reasonably be anticipated to reflect negatively on the MDTA or the Travel Plazas.

#### Section 18.20 Successors in Interest

Except as expressly provided herein, each and every provision of this Lease and Concession Agreement, and the covenants and conditions herein contained, shall inure to the benefit of the MDTA, and its successors and assigns, and shall inure to the benefit of and be binding upon the Concessionaire, and its permitted successors and assigns.

#### Section 18.21 Covenants Run with Land

All of the terms, covenants, conditions, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Lease and Concession Agreement shall be construed as covenants running with the land, and as extending to, inuring to the benefit of, and, except as specifically provided otherwise in this Lease and Concession Agreement, as binding upon the MDTA and Concessionaire and their successors and permitted assigns to the same extent as if such successors and assigns were named as original parties to this Lease and Concession Agreement, all to the end that this Lease and Concession Agreement shall bind the owner and holder of any interest whatsoever in or to the Fee Estate, the Leasehold Estate and the Improvements.

#### Section 18.22 Commercial Purposes

The parties stipulate that the Leased Premises is being leased exclusively for business, commercial, manufacturing, mercantile or industrial purposes as described in Section 8-110(a) of the Real Property Article of the Annotated Code of Maryland, and therefore pursuant to such Section 8-110(a), the provisions of Section 8-110(b) of such Article (or any successor statute)

pertaining to the redemption of the reversionary interest in applicable leases shall not apply to this Lease and Concession Agreement.

#### Section 18.23 Counterparts

This Lease and Concession Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Lease and Concession Agreement.

#### Section 18.24 Amendments

Any amendment to this Lease and Concession Agreement shall be in writing and shall be signed by the parties to this Lease and Concession Agreement.

#### Section 18.25 Recordation

The party recording this Lease and Concession Agreement or any memorandum of lease shall be responsible for payment of any recordation and transfer taxes due upon recording. Upon request of any party to this Lease and Concession Agreement the other party shall execute and deliver a memorandum of this Lease and Concession Agreement in recordable form.

#### Section 18.26 Survival

Any and all provisions set forth in this Lease and Concession Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Lease and Concession Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent that have arisen in connection with this Lease and Concession Agreement, survive any expiration or termination of this Lease and Concession Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this Section.

#### Section 18.27 Headings

All headings and captions appearing in this Lease and Concession Agreement have been inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Lease and Concession Agreement or any provision thereof.

#### Section 18.28 No Third Party Beneficiaries – Generally

Except for MDTA, the Department and the State, the parties agree that it is their specific intent that no broker or any other person shall be a party to, or a third party beneficiary of, this Lease and Concession Agreement established hereunder; and further that the consent of a broker or other person shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Lease and Concession Agreement, except as required by applicable law. The parties agree that except as otherwise expressly stated elsewhere in this

Lease and Concession Agreement, the requirements of this Lease and Concession Agreement are for the sole benefit of the parties, and no other person or entity shall have or acquire any claim against the MDTA or Concessionaire by virtue of any term of this Lease and Concession Agreement or by virtue of any party's failure to comply with its obligations to any other party under this Lease and Concession Agreement. Furthermore, nothing in this Lease and Concession Agreement shall be construed as creating any duties to third parties or to the general public.

Section 18.29 Waiver of Jury Trial; Counterclaim

MDTA and Concessionaire hereby mutually waive any and all rights which either may have to request a jury trial in any action, proceeding, or counterclaim (except for those involving personal injury or property damage) arising out of this Lease and Concession Agreement or Concessionaire's use or occupancy of or right to use or occupy the Leased Premises. Concessionaire further agrees that in the event MDTA commences any summary proceeding for non-payment of any amount due to MDTA or possession of the Leased Premises, Concessionaire will not interpose and hereby waives all right to interpose any counterclaim of whatever nature in any such proceeding. Concessionaire further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior to subsequent to the summary proceeding.

Section 18.30 Choice of Law and Venue

(a) This Lease and Concession Agreement was made and entered into in Maryland, and under the laws of Maryland.

(b) The laws of Maryland shall govern the resolution of any issue arising in connection with this Lease and Concession Agreement, including all questions concerning the validity thereof; the capacity of the Parties to enter therein; any modification or amendment thereto; and the rights and obligations of the Parties hereunder and thereunder, without regard to principles of conflicts of laws, except to the extent that United States federal law otherwise applies.

(c) Concessionaire consents to venue and jurisdiction in the courts of the State of Maryland, or the U.S. District Court for the District of Maryland, with respect to any claim that MDTA may have against Concessionaire arising from any matter relating to this Lease and Concession Agreement, and Concessionaire waives any defense of forum non conveniens. Disputes arising from or relating to this Lease and Concession Agreement shall be determined by a competent State court in the State of Maryland, unless a Maryland court lacks jurisdiction over the action, in which case the matter shall be submitted to the U.S. District Court for the District of Maryland, assuming it has jurisdiction. These courts, and the courts with jurisdiction to review the decisions of said courts, shall be the only courts with any authority to determine any such dispute.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Lease and Concession Agreement has been executed by and on behalf of the undersigned or by their duly authorized representatives as of the day and year first above written.

WITNESS:

\_\_\_\_\_

CONCESSIONAIRE:

AREAS USA MDTP, LLC

By: \_\_\_\_\_  
Xavier Rabell  
Chief Executive Officer

WITNESS:

\_\_\_\_\_

MARYLAND TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Harold M. Bartlett  
Executive Secretary

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Assistant Attorney General

STATE OF MARYLAND

CITY/COUNTY OF \_\_\_\_\_, To WIT:

I HEREBY CERTIFY that on this day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State aforesaid, personally appeared **HAROLD M. BARTLETT**, known to me or satisfactorily proven to me to be the person set forth herein, who acknowledged himself to be the Executive Secretary of the Maryland Transportation Authority and that holding such capacity, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

STATE OF MARYLAND

CITY/COUNTY OF \_\_\_\_\_, To WIT:

I HEREBY CERTIFY that on this day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State aforesaid, personally appeared **XAVIER RABELL**, known to me or satisfactorily proven to me to be the person set forth herein, who acknowledged himself to be the Chief Executive Officer of the Areas USA MDTP, LLC (“Concessionaire”) and that holding such capacity, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

Approved by the Board of Public Works of the State of Maryland at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as Item No. \_\_\_\_\_ and \_\_\_\_\_ (Maryland Transportation Authority).

STATE OF MARYLAND  
BOARD OF PUBLIC WORKS

\_\_\_\_\_  
Martin O'Malley, Governor

\_\_\_\_\_  
Sheila McDonald, Executive Secretary

\_\_\_\_\_  
Nancy K. Kopp, Treasurer

\_\_\_\_\_  
Peter Franchot, Comptroller

[Notaries begin on next page]



Approved by the Board of Public Works of the State of Maryland at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as Item No. \_\_\_\_\_ and \_\_\_\_\_ (Maryland Transportation Authority).

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State aforesaid, personally appeared **MARTIN O'MALLEY**, known to me or satisfactorily proven to me to be the person set forth herein, who acknowledged himself to be the Governor of the State of Maryland and that holding such capacity, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State aforesaid, personally appeared **NANCY K. KOPP**, known to me or satisfactorily proven to me to be the person set forth herein, who acknowledged herself to be the Treasurer of the State of Maryland and that holding such capacity, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved by the Board of Public Works of the State of Maryland at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as Item No. \_\_\_\_\_ and \_\_\_\_\_ (Maryland Transportation Authority).

STATE OF MARYLAND

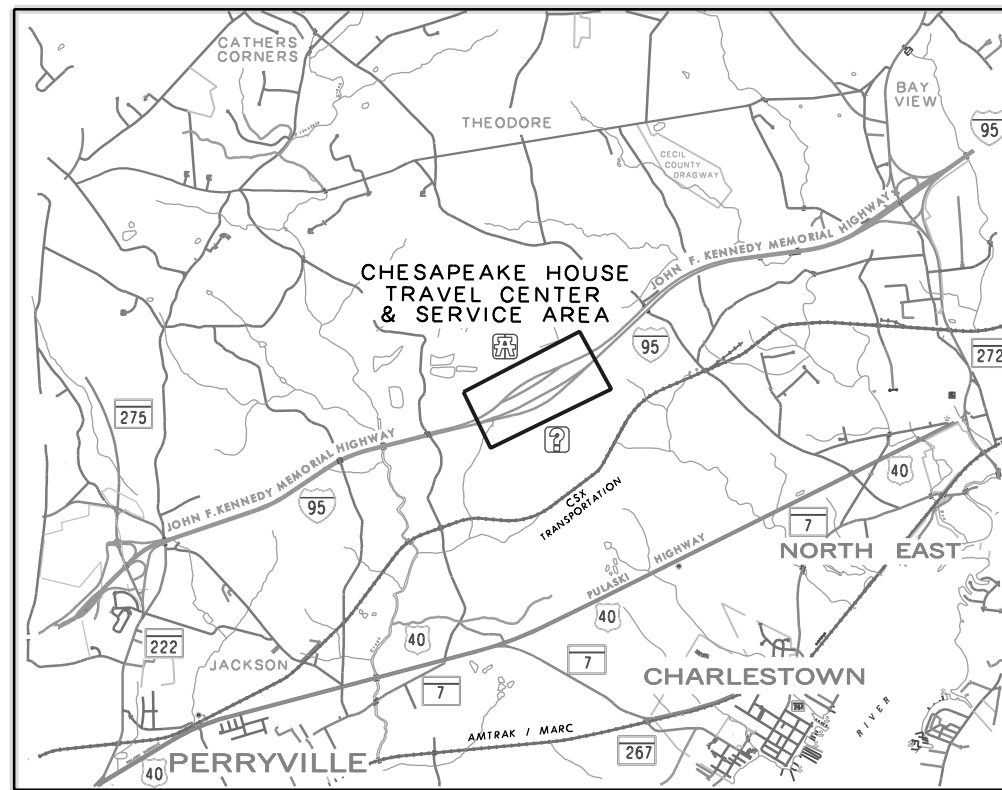
COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State aforesaid, personally appeared **PETER FRANCHOT**, known to me or satisfactorily proven to me to be the person set forth herein, who acknowledged himself to be the Comptroller of the State of Maryland and that holding such capacity, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

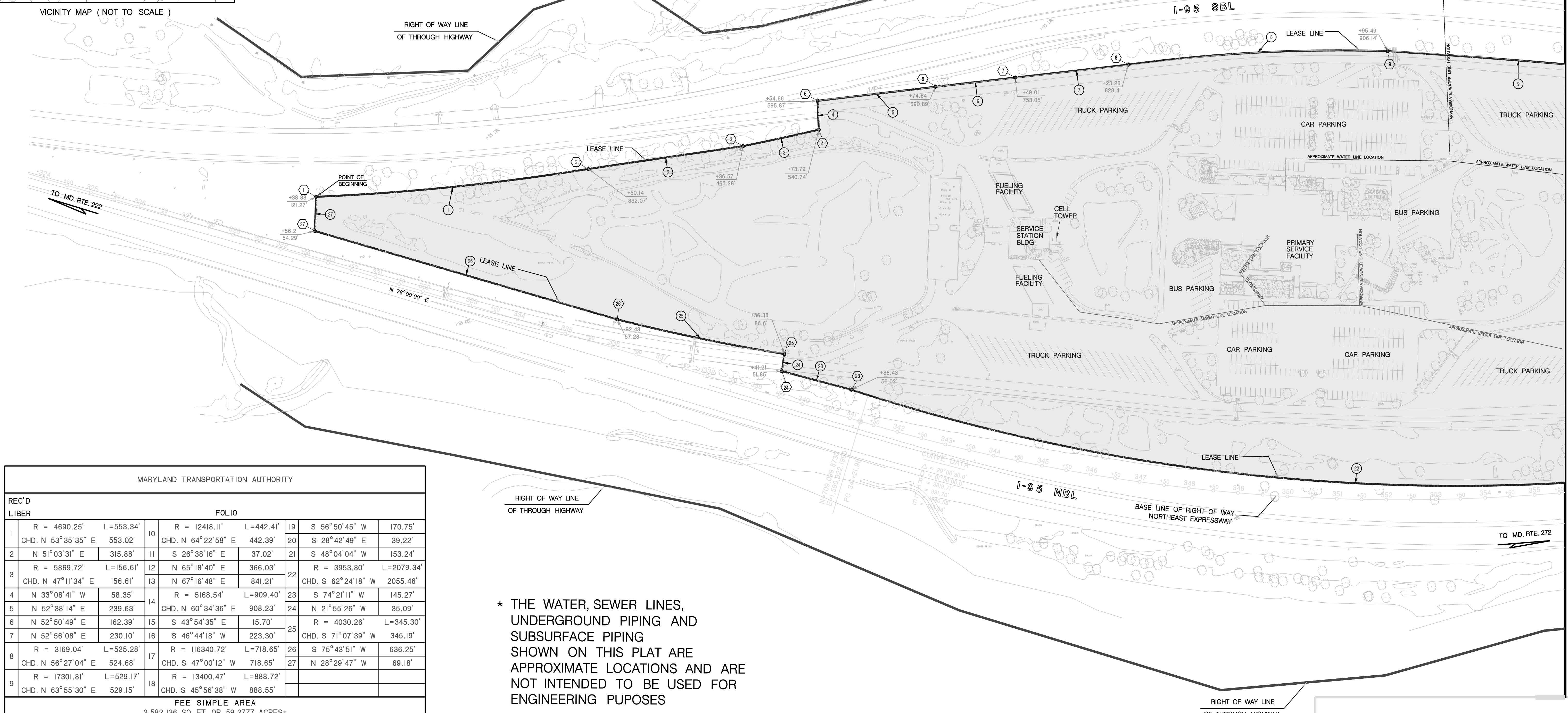
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VICINITY MAP (NOT TO SCALE)

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MAD 89 / 81

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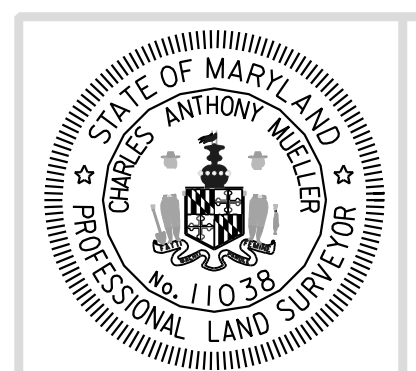


MARYLAND TRANSPORTATION AUTHORITY					
REC'D LIBER	FOLIO				
1	R = 4690.25' L=553.34'	10	R = 12418.11' L=442.41'	19	S 56°50'45" W 170.75'
2	CHD. N 53°35'35" E 553.02'	11	CHD. N 64°22'58" E 442.39'	20	S 28°42'49" E 39.22'
3	N 51°03'31" E 315.88'	12	S 26°38'16" E 37.02'	21	S 48°04'04" W 153.24'
4	R = 5869.72' L=156.61'	13	N 65°18'40" E 366.03'	22	R = 3953.80' L=2079.34'
5	CHD. N 47°11'34" E 156.61'	14	N 67°16'48" E 841.21'	23	CHD. S 62°24'18" W 2055.46'
6	N 33°08'41" W 58.35'	15	R = 5168.54' L=909.40'	24	S 74°21'11" W 145.27'
7	N 52°38'14" E 239.63'	16	CHD. N 60°34'36" E 908.23'	25	N 21°55'26" W 35.09'
8	N 52°50'49" E 162.39'	17	R = 4030.26' L=345.30'	26	R = 4030.26' L=345.30'
9	N 52°56'08" E 230.10'	18	CHD. S 71°07'39" W 345.19'	27	CHD. S 71°07'39" W 345.19'
	R = 3169.04' L=525.28'		R = 116340.72' L=718.65'		S 75°43'51" W 636.25'
	CHD. N 56°27'04" E 524.68'		CHD. S 47°00'12" W 718.65'		N 28°29'47" W 69.18'
	R = 17301.81' L=529.17'		R = 13400.47' L=888.72'		
	CHD. N 63°55'30" E 529.15'		CHD. S 45°56'38" W 888.55'		

FEE SIMPLE AREA  
2,582,136 SQ. FT. OR 59.2777 ACRES±

SHOWN THUS:

\* THE WATER, SEWER LINES, UNDERGROUND PIPING AND SUBSURFACE PIPING SHOWN ON THIS PLAT ARE APPROXIMATE LOCATIONS AND ARE NOT INTENDED TO BE USED FOR ENGINEERING PUPOSES



I HEREBY CERTIFY THAT THE LEASE LINES SHOWN HEREON ARE CORRECT AND ARE BASED ON THE LOCATIONS PROVIDED BY THE MARYLAND TRANSPORTATION AUTHORITY AND THAT THIS PLAT MEETS THE REQUIREMENTS AS CONTRACTED FOR BY THE MARYLAND DEPARTMENT OF TRANSPORTATION — MARYLAND TRANSPORTATION AUTHORITY.

CHARLES ANTHONY MUELLER  
PROFESSIONAL LAND SURVEYOR

DATE: DECEMBER 17, 2009  
MD REG. NO. 11038

DESIGNED BY:	DRAWING 1 OF 2
DRAWN BY: M.R.C.	RTE NUMBER 1-95
CHECKED BY:	JOB NUMBER 2009-380
	FILE NAME Chesapeake House Final Sheet 1.dgn

PART OF MARYLAND STATE HIGHWAY ADMINISTRATION PLAT NO. 44908, 44909 & 14929

**AB CONSULTANTS, INC.**  
1500 S. EDGEWOOD STREET, SUITE 1600  
BALTIMORE, MARYLAND 21227

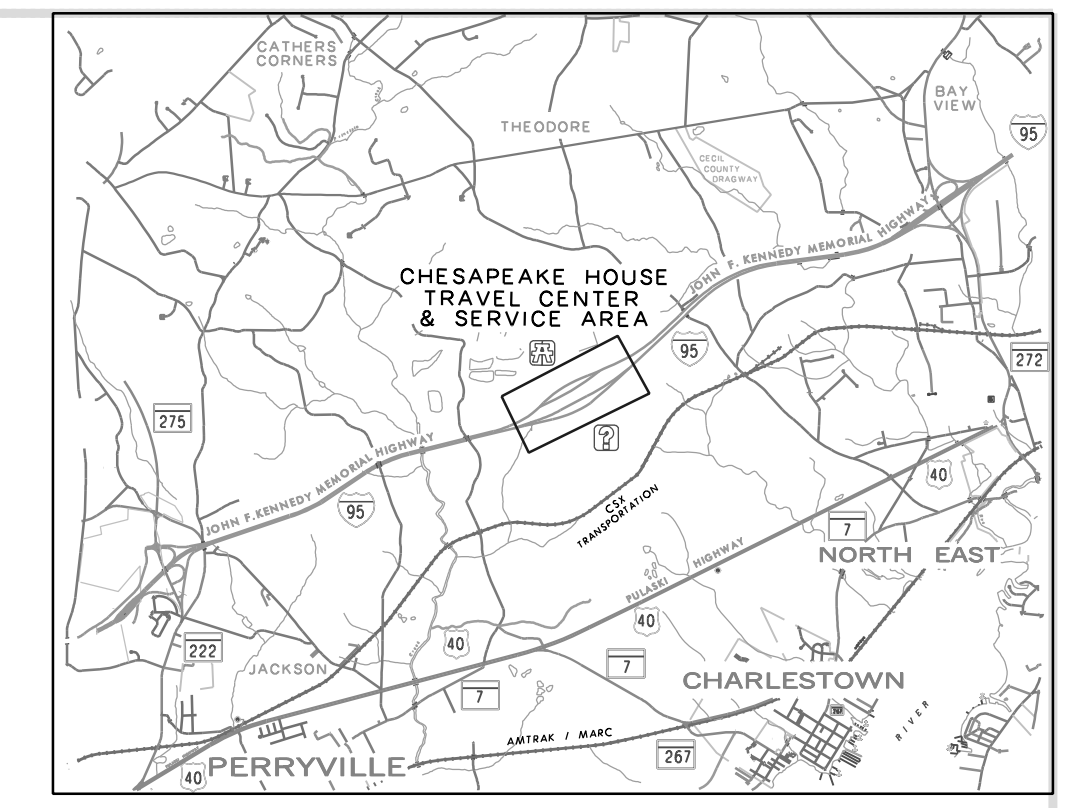
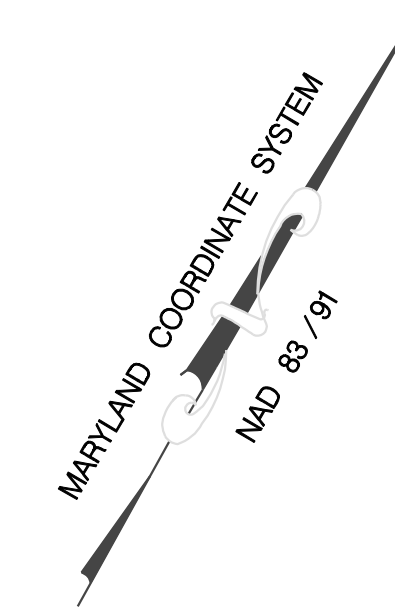
STATE OF MARYLAND  
DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSPORTATION AUTHORITY  
CHESAPEAKE HOUSE TRAVEL CENTER  
SCALE 1"=100'

MATCH MARK SEE SHEET 2 OF 2



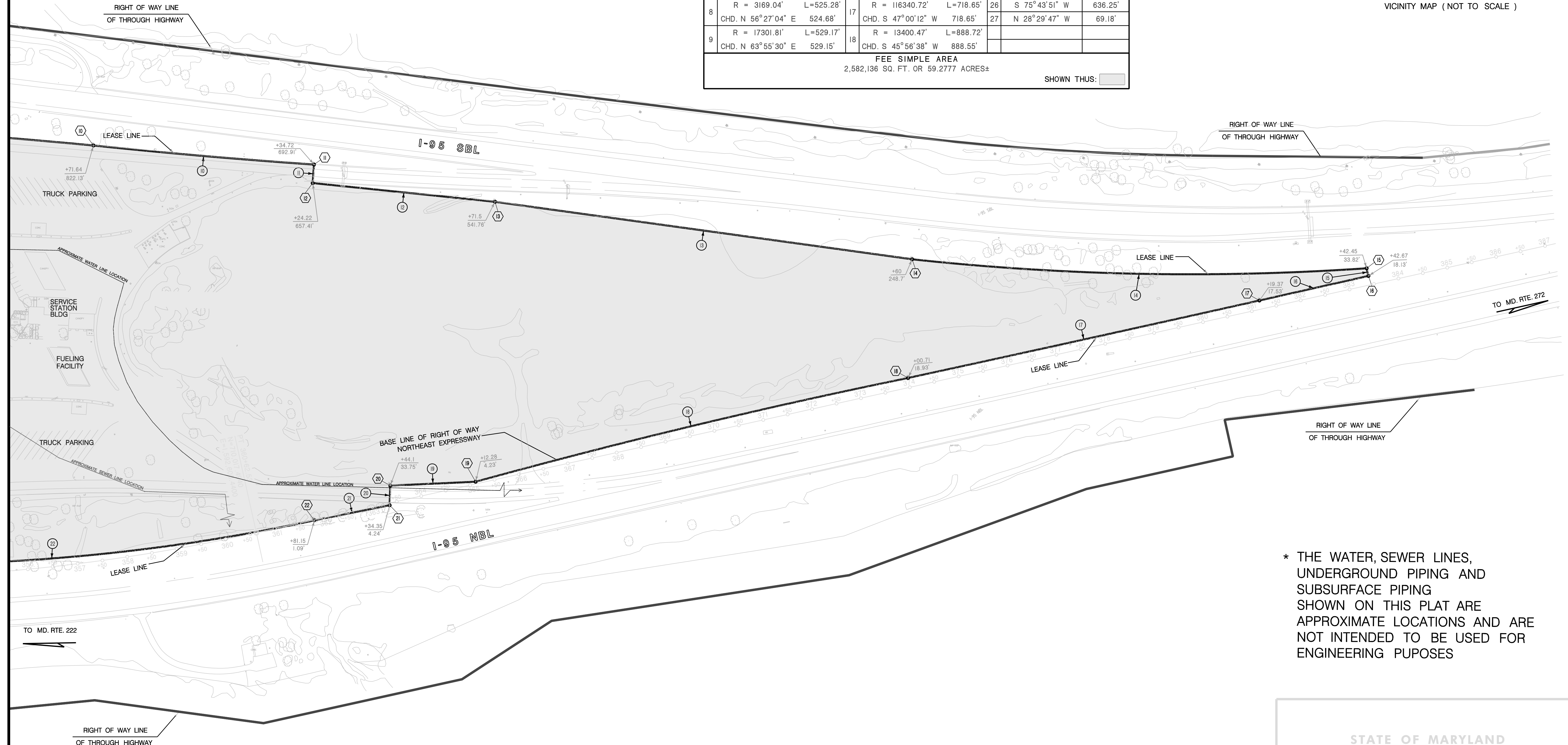
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27	N=708870.5238	E=1589777.9060			

MARYLAND TRANSPORTATION AUTHORITY					
REC'D		FOLIO			
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<b>FEE SIMPLE AREA</b> 2,582,136 SQ. FT. OR 59.2777 ACRES±					
SHOWN THUS: <span style="display: inline-block; width: 10px; height: 10px; background-color: #cccccc; border: 1px solid black;"></span>					



VICINITY MAP (NOT TO SCALE)

MATCH MARK SEE SHEET 1 OF 2



\* THE WATER, SEWER LINES, UNDERGROUND PIPING AND SUBSURFACE PIPING SHOWN ON THIS PLAT ARE APPROXIMATE LOCATIONS AND ARE NOT INTENDED TO BE USED FOR ENGINEERING PUPOSES



I HEREBY CERTIFY THAT THE LEASE LINES SHOWN HEREON ARE CORRECT AND ARE BASED ON THE LOCATIONS PROVIDED BY THE MARYLAND TRANSPORTATION AUTHORITY AND THAT THIS PLAT MEETS THE REQUIREMENTS AS CONTRACTED FOR BY THE MARYLAND DEPARTMENT OF TRANSPORTATION — MARYLAND TRANSPORTATION AUTHORITY.

*Charles Anthony Mueller*  
 CHARLES ANTHONY MUELLER  
 PROFESSIONAL LAND SURVEYOR

DATE DECEMBER 17, 2009  
 MD REG. NO. 11038

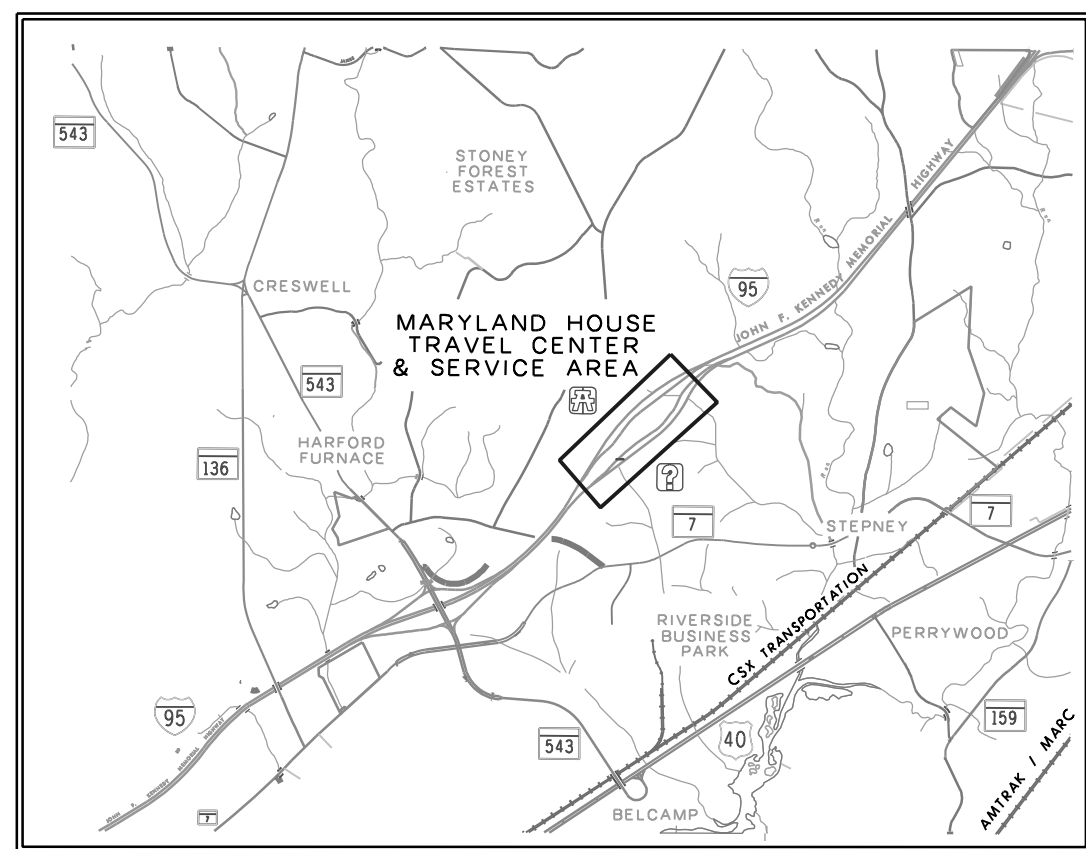
DESIGNED BY:	FILE NAME
DRAWN BY: M.R.C.	Chesapeake House
CHECKED BY:	Final Sheet 2.dgn

PART OF MARYLAND STATE HIGHWAY ADMINISTRATION PLAT NO. 44908, 44909 & 14929

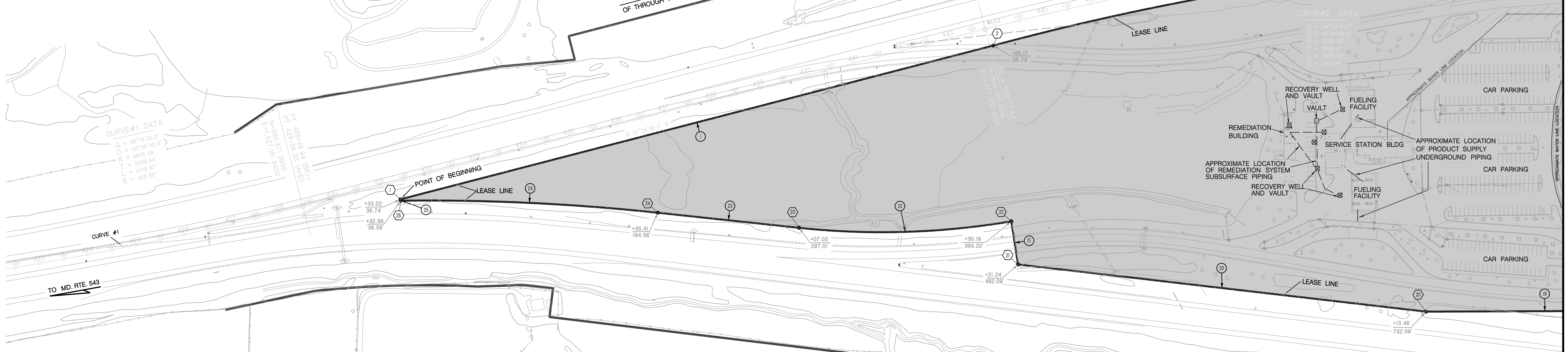
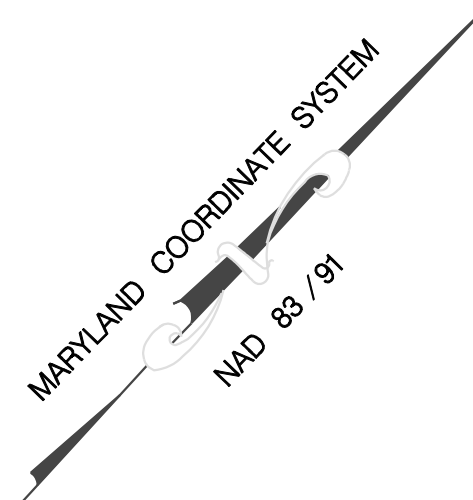
**AB CONSULTANTS, INC.**  
 1500 S. EDGEWOOD STREET, SUITE 1600  
 BALTIMORE, MARYLAND 21227

STATE OF MARYLAND  
 DEPARTMENT OF TRANSPORTATION  
 MARYLAND TRANSPORTATION AUTHORITY  
 CHESAPEAKE HOUSE TRAVEL CENTER

SCALE 1"=100'



VICINITY MAP (NOT TO SCALE)



**CURVE #1 DATA**

Δ = 39°19'25.52"
D = 00°50'00.00"
R = 6876.46'
T = 2456.52'
L = 4718.67'
E = 425.66'

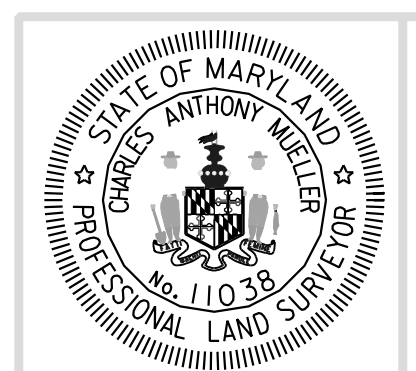
**CURVE #2 DATA**

Δ = 34°04'59.10"
D = 01°02'00.00"
R = 5723.58'
T = 1744.12'
L = 3409.06'
E = 253.93'

\* THE WATER, SEWER LINES, UNDERGROUND PIPING AND SUBSURFACE PIPING SHOWN ON THIS PLAT ARE APPROXIMATE LOCATIONS AND ARE NOT INTENDED TO BE USED FOR ENGINEERING PUPOSES

MARYLAND TRANSPORTATION AUTHORITY						
REC'D LIBER			FOLIO			
1	N 31°24'30" E	1251.90'	10	R = 7000.00' L=165.50'	18	R = 27131.45' L=116.43'
2	R = 5559.01' L=1463.00'		11	CHD. S 51°13'11" W 165.49'	19	CHD. S 66°33'44" W 116.43'
	CHD. N 38°27'50" E 1458.78'			S 41°26'49" E 64.64'		S 45°45'25" W 485.91'
3	R = 874.16' L=114.54'		12	R = 2968.67' L=389.23'	20	S 52°34'34" W 839.34'
	CHD. N 46°32'03" E 114.46'			CHD. S 37°47'09" W 388.95'	21	N 52°50'20" W 89.32'
4	R = 14049.18' L=416.17'		13	S 33°27'47" W 346.93'	22	R = 1587.12' L=435.32'
	CHD. N 52°42'44" E 416.16'			R = 2872.08' L=762.33'		CHD. S 44°13'03" W 433.96'
5	R = 5604.27' L=1156.10'		14	CHD. S 35°59'03" W 760.10'	23	S 52°04'31" W 290.30'
	CHD. N 56°59'15" E 1154.05'			R = 2793.87' L=219.57'	24	R = 4407.48' L=526.42'
6	S 35°51'20" E 41.94'		15	CHD. S 38°45'07" W 219.51'		CHD. S 48°39'13" W 526.11'
7	N 59°53'21" E 527.85'			R = 121.77' L=31.33'	25	N 53°13'42" W 2.86'
8	S 51°01'32" E 45.08'		16	CHD. S 48°35'29" W 31.24'		
	R = 2316.13' L=220.76'			R = 168.78' L=34.62'		
9	CHD. S 55°53'00" W 220.68'		17	CHD. S 61°36'26" W 34.56'		
<b>FEE SIMPLE AREA</b> 2,142,763 SQ. FT. OR 49.1911 ACRES± SHOWN THUS: <span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>						

COORDINATE LIST					
①	N=665820.2892	E=1527315.3057	⑨	N=669193.0555	E=1530773.2373
②	N=666888.7575	E=1527967.7151	⑩	N=669069.2828	E=1530590.5405
③	N=668030.9828	E=1528875.1073	⑪	N=668965.6283	E=1530461.5294
④	N=668109.7206	E=1528958.1785	⑫	N=668917.1750	E=1530504.3175
⑤	N=668361.837	E=1529289.2757	⑬	N=668609.7850	E=1530266.0034
⑥	N=668990.5895	E=1530257.0078	⑭	N=668320.3645	E=1530074.7074
⑦	N=668956.5967	E=1530281.5743	⑮	N=667705.3098	E=1529628.1034
⑧	N=669221.4067	E=1530738.1946	⑯	N=667534.1200	E=1529490.6995
			⑰	N=667513.4560	E=1529467.2680
			⑱	N=667497.0219	E=1529436.8646
			⑲	N=667450.7112	E=1529330.0397
			⑳	N=667111.6920	E=1528981.9420
			㉑	N=666601.6193	E=1528315.3714
			㉒	N=666655.5735	E=1528244.1891
			㉓	N=666344.5551	E=1527941.5515
			㉔	N=666166.1315	E=1527712.5604
			㉕	N=665818.5785	E=1527317.5948



I HEREBY CERTIFY THAT THE LEASE LINES SHOWN HEREON ARE CORRECT AND ARE BASED ON THE LOCATIONS PROVIDED BY THE MARYLAND TRANSPORTATION AUTHORITY AND THAT THIS PLAT MEETS THE REQUIREMENTS AS CONTRACTED FOR BY THE MARYLAND DEPARTMENT OF TRANSPORTATION — MARYLAND TRANSPORTATION AUTHORITY.

CHARLES ANTHONY MUELLER  
PROFESSIONAL LAND SURVEYOR

DATE: DECEMBER 17, 2009  
MD REG. NO. 11038

DESIGNED BY:	DRAWING 1 OF 2
DRAWN BY: M.R.C	RTE NUMBER 1-95
CHECKED BY:	JOB NUMBER 2009-380
	FILE NAME
	Rev_Md. House Final_Sheet 1.dgn

PART OF MARYLAND STATE HIGHWAY ADMINISTRATION PLAT NO. 45737 & 45738

**AB CONSULTANTS, INC.**  
1500 S. EDGEWOOD STREET, SUITE 1600  
BALTIMORE, MARYLAND 21227

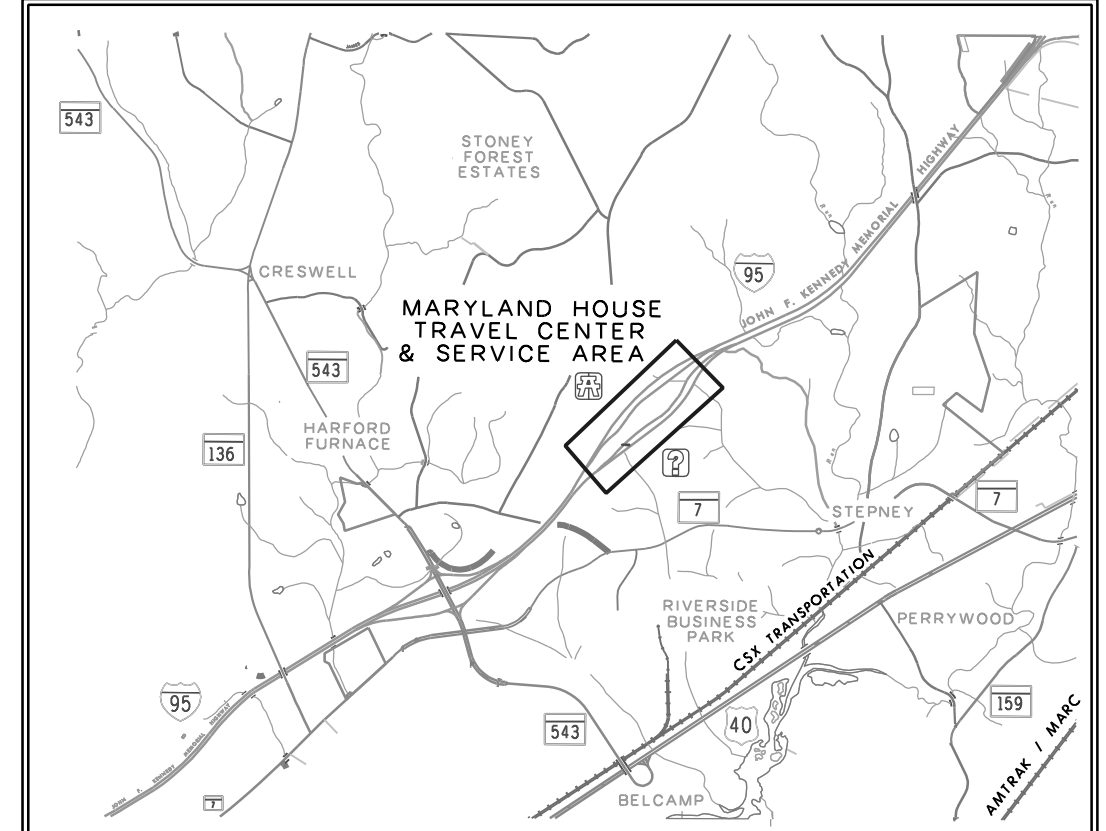
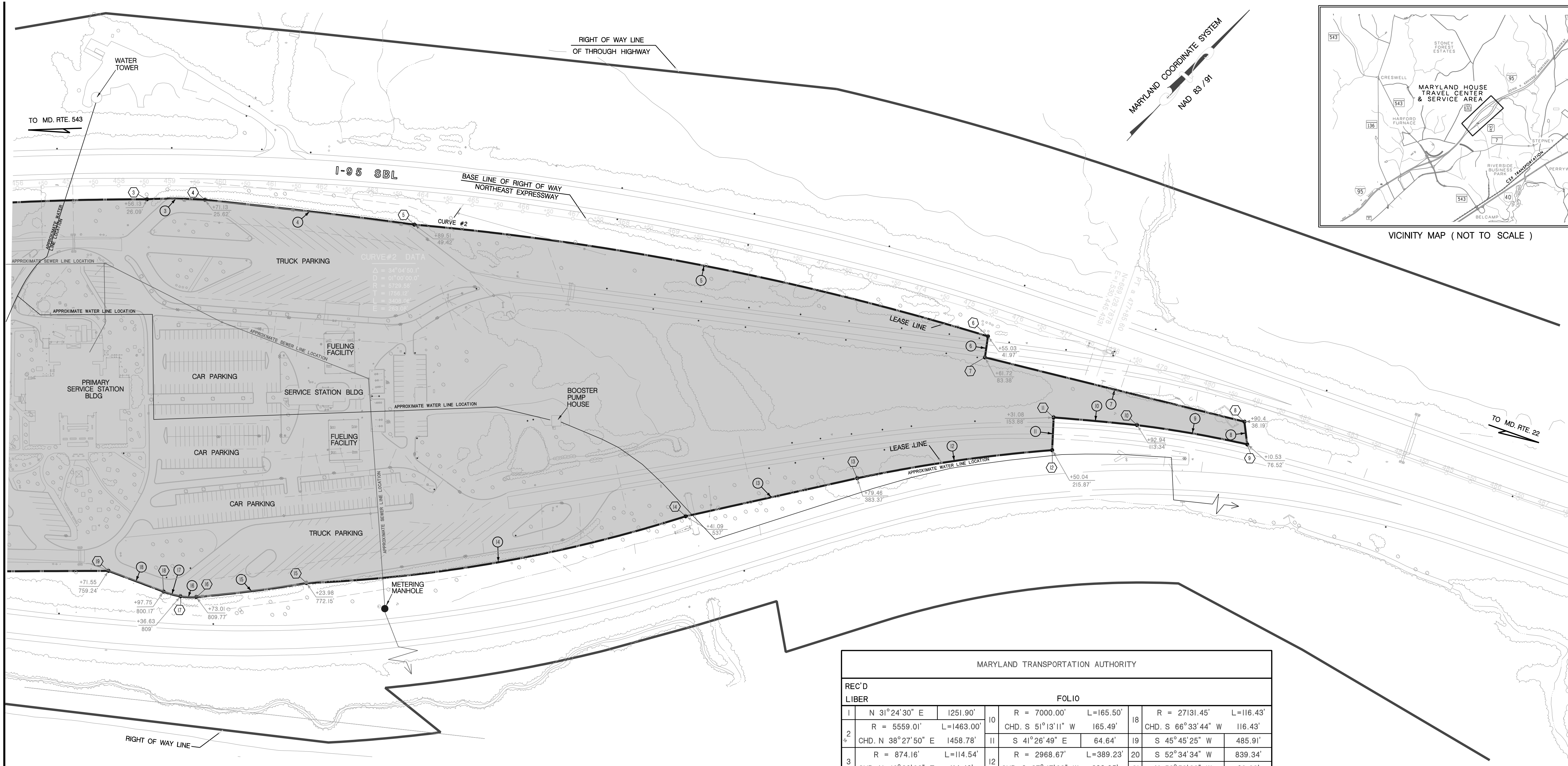
STATE OF MARYLAND  
DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSPORTATION AUTHORITY  
MARYLAND HOUSE TRAVEL CENTER

SCALE 1"=100'

MATCH MARK SEE SHEET 2



MATCH MARK SEE SHEET 1

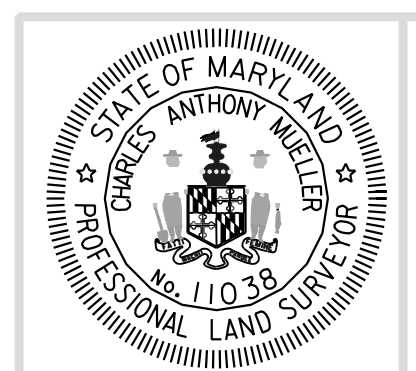


VICINITY MAP (NOT TO SCALE)

COORDINATE LIST					
①	N=665820.2892	E=1527315.3057	⑨	N=669193.0555	E=1530773.2373
②	N=666888.7575	E=1527967.7151	⑩	N=669069.2828	E=1530590.5405
③	N=668030.9828	E=1528875.1073	⑪	N=668965.6283	E=1530461.5294
④	N=668109.7206	E=1528958.1785	⑫	N=668917.1750	E=1530504.3175
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⑦	N=668956.5967	E=1530281.5743	⑮	N=667705.3098	E=1529628.1034
⑧	N=669221.4067	E=1530738.1946	⑯	N=667534.1200	E=1529490.6995
			⑰	N=667513.4560	E=1529467.2680
			⑱	N=667497.0219	E=1529436.8646
			⑲	N=667450.7112	E=1529330.0397
			⑳	N=667111.6920	E=1528981.9420
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			㉓	N=666344.5551	E=1527941.5515
			㉔	N=666166.1315	E=1527712.5604
			㉕	N=665818.5785	E=1527317.5948

MARYLAND TRANSPORTATION AUTHORITY			
REC'D	FOLIO		
LIBER	FOLIO		
1	N 31°24'30" E R = 5559.01' L=1463.00'	1251.90'	10 R = 7000.00' L=165.50' CHD. S 51°13'11" W 165.49'
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3	N 46°32'03" E R = 14049.18' L=416.17'	114.46'	12 CHD. S 37°47'09" W 388.95' S 33°27'47" W 346.93'
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7	S 51°01'32" E R = 2316.13' L=220.76'	45.08'	16 R = 168.78' L=34.62' CHD. S 61°36'26" W 34.56'
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<b>FEE SIMPLE AREA</b> 2,142,763 SQ. FT. OR 49.1911 ACRES±			
SHOWN THUS: <span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>			

\* THE WATER AND SEWER LINES SHOWN ON THIS PLAT ARE APPROXIMATE LOCATIONS AND ARE NOT INTENDED TO BE USED FOR ENGINEERING PURPOSES



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DATE: DECEMBER 17, 2009  
MD REG. NO. 11038

CHARLES ANTHONY MUELLER  
PROFESSIONAL LAND SURVEYOR

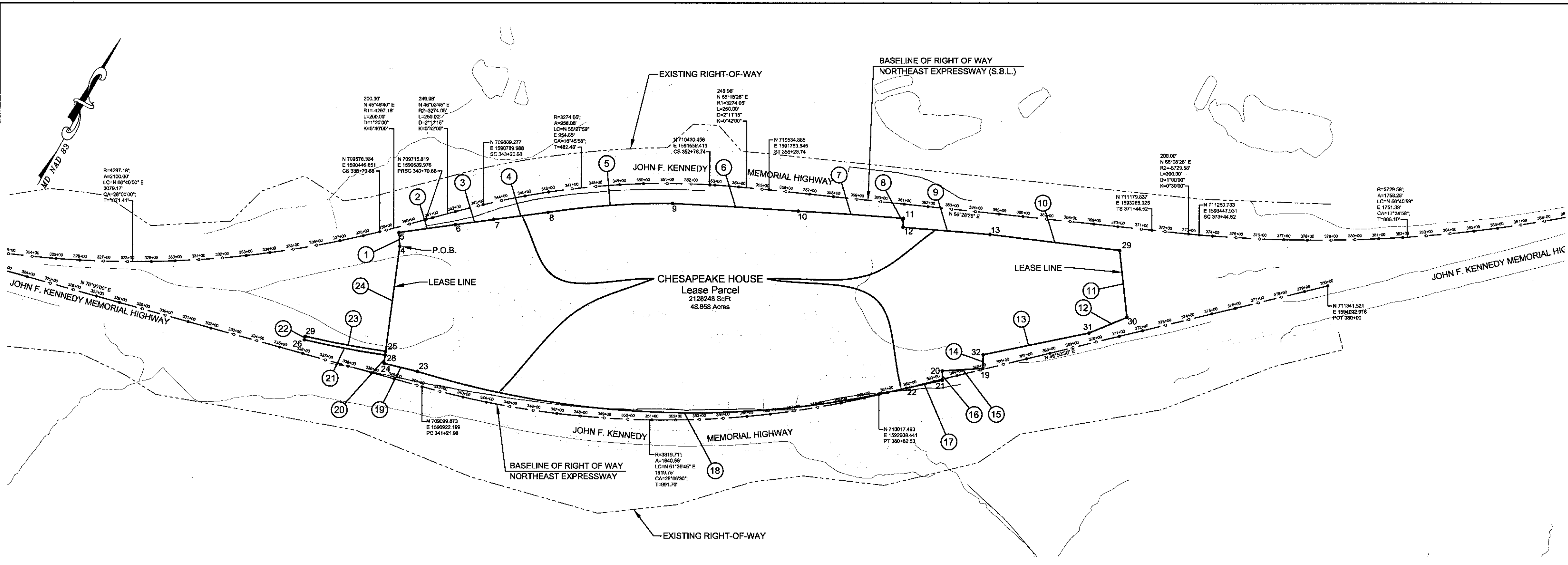
DESIGNED BY:	DRAWING 2 OF 2
DRAWN BY: M.R.C.	RTE. NUMBER 1-95
CHECKED BY:	JOB NUMBER 2009-380
	FILE NAME Maryland House Final Sheet 2.dgn

PART OF MARYLAND STATE HIGHWAY ADMINISTRATION PLAT NO. 45737 & 45738

**AB CONSULTANTS, INC.**  
1500 S. EDGEWOOD STREET, SUITE 1600  
BALTIMORE, MARYLAND 21227

STATE OF MARYLAND  
DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSPORTATION AUTHORITY  
MARYLAND HOUSE TRAVEL CENTER

SCALE 1"=100'

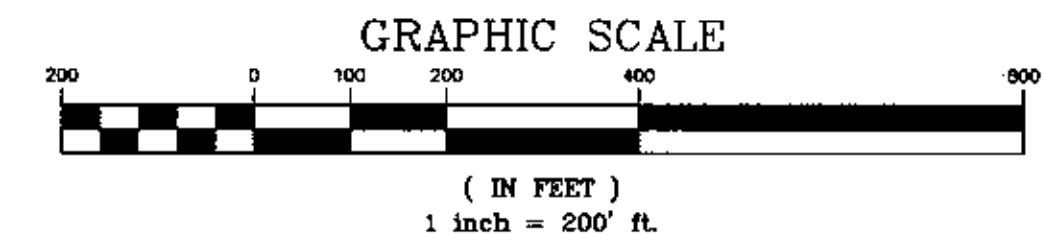


POINT	NORTHING	EASTING
4	709564.5080	1590550.5657
5	709613.3690	1590518.6597
6	709758.7884	1590709.1160
7	709886.8653	1590838.5479
8	709995.5468	1591022.1542
9	710285.5119	1591459.4310
10	710518.0992	1591934.7279
11	710709.3670	1592333.6287
12	710676.2752	1592350.2271
13	710829.1612	1592682.7959
30	711039.5744	1593188.8337
31	710811.3845	1593354.3224
32	710675.7337	1593248.2009
33	710377.8957	1592906.5222
19	710327.9346	1592933.8909
20	710234.8520	1592790.9384
21	710200.1545	1592809.7814
22	710097.7545	1592695.7834
23	709145.6282	1590874.1444
24	709105.4476	1590734.2573
25	709139.0009	1590721.1552
26	709027.3449	1590394.5222
29	709041.8924	1590390.8224
28	709152.9243	1590715.5732

COURSE	BEARING	DISTANCE	RADIUS	ARC
1	N33°08'40"W	58.36		
2	N52°38'14"E	239.63		
3	N52°50'49"E	182.39		
4	N52°58'08"E	230.10		
5	N56°27'04"E	524.68	R=3169.04	A=525.28
6	N63°55'30"E	529.15	R=17301.81	A=529.17
7	N64°22'58"E	442.39	R=12418.11	A=442.41
8	S26°38'16"E	37.02		
9	N65°18'40"E	366.03		
10	N67°25'20"E	548.04		
11	S35°57'02"E	281.88		
12	S38°02'12"W	172.23		
13	S48°55'18"W	453.27		
14	S28°42'50"E	56.97		
15	S56°50'45"W	170.75		
16	S28°42'50"E	39.22		
17	S48°04'04"W	153.24		
18	S62°24'18"W	2055.46	R=3953.80	A=2079.34
19	S74°21'11"W	145.27		
20	N21°55'25"W	35.09		
21	S71°07'39"W	345.19	R=4030.26	A=345.30
22	N14°16'09"W	15.01		
23	N71°07'28"E	343.21	R=4015.26	A=343.31
24	N21°50'47"W	443.43		

**GENERAL NOTES**

- EXISTING PARCEL AND RIGHT OF WAY LINES SHOWN HEREON WERE COMPILED FROM PLATS AND OTHER SOURCES AND DO NOT REPRESENT A SURVEY BY WHITNEY, BAILEY, COX & MAGNANI, LLC.
- PROPOSED PARCEL LINES SHOWN HEREON ARE SUBJECT TO REVISION PENDING REVIEW BY THE CLIENT AND RELEVANT REVIEWING AGENCIES.
- COORDINATES AND DIRECTIONS SHOWN HEREON ARE REFERRED TO THE MARYLAND STATE PLANE COORDINATE SYSTEM AS SHOWN ON DRAWINGS OF THE EXISTING TRAVEL CENTER LEASE PARCELS PREPARED BY AB CONSULTANTS, INC. FOR THE MARYLAND TRANSPORTATION AUTHORITY, DATED 12/17/2009.
- THIS EXHIBIT WAS PREPARED WITHOUT REFERENCE TO A TITLE REPORT.
- THIS EXHIBIT DOES NOT SHOW ANY EASEMENTS, ENCUMBRANCES, OR ANY OTHER INTERESTS THAT MAY EXISTING ON THE SUBJECT PROPERTY.
- THE PLANIMETRIC TOPOGRAPHIC FEATURES SHOWN HEREON WERE OBTAINED FROM GIS DATA FILES SUPPLIED BY THE MARYLAND TRANSPORTATION AUTHORITY.
- THIS EXHIBIT AND ACCOMPANYING METES AND BOUNDS DESCRIPTION ARE ONLY TO BE USED FOR THE PURPOSE OF ACQUIRING A LEASE AREA AND CANNOT BE USED FOR ANY OTHER CONVEYANCE.
- THE WORDS "CERTIFY" OR "CERTIFICATION" AS USED HEREON ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE UNDERSIGNED SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF. AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.



**EXHIBIT B**

LEASE EXHIBIT  
 CHESAPEAKE HOUSE TRAVEL PLAZA  
 STATE OF MARYLAND  
 DEPARTMENT OF TRANSPORTATION  
 MARYLAND TRANSPORTATION  
 AUTHORITY

SCALE 1" = 200'

I, PHILLIP P. PROBST, HEREBY CERTIFY THAT I AM A REGISTERED PROPERTY LINE SURVEYOR, LICENSED IN THE STATE OF MARYLAND. THIS LEASE EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

*Phillip P. Probst* 1/18/2012  
 DATE

PROPERTY LINE SURVEYOR, MARYLAND REGISTRATION NO. 510  
 (EXPIRATION/RENEWAL DATE: 02/04/2013)

DESIGNED BY:	DRAWING _____ OF _____	
DRAWN BY:	RTE. NUMBER	JOB NUMBER
CHECKED BY:	I-95	XXXX-XXX
	FILE NAME	

PART OF MARYLAND STATE  
 HIGHWAY ADMINISTRATION PLAT  
 NO. 44908, 44909 & 14929



WHITNEY BAILEY COX & MAGNANI, LLC  
 849 Fairmount Ave Suite 100 Baltimore, MD 21286  
 MAIN 410.512.4500 FAX 410.324.4100  
 www.wbcm.com