

Attachment B to Appendix 1 of the I-95 Travel Plazas Lease and Concession Agreement - Construction Schedule

Activity ID	Activity Description	Duration	Start	Finish	2012					2013					2014												
					J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
Maryland House Travel Plaza (1)																											
1210	Stockpile Materials	40	07AUG12	01OCT12*	■ Stockpile Materials																						
1200	Vacate Maryland House	21	03SEP12	01OCT12*	■ Vacate Maryland House																						
1000	Transfer of Operation	0	17SEP12*		◆ Transfer of Operation																						
1010	NTP Construction - Plaza (1)	0	01OCT12		◆ NTP Construction - Plaza (1)																						
1020	Mobilization	23	01OCT12	31OCT12	■ Mobilization																						
1030	Site Demolition - Initial	11	17OCT12	31OCT12	■ Site Demolition - Initial																						
1040	Hazmat Removals & Disconnect Utilities	15	01NOV12	21NOV12	■ Hazmat Removals & Disconnect Utilities																						
1050	Building & Gas Station Demolition	15	15NOV12	05DEC12	■ Building & Gas Station Demolition																						
1060	UST System Removals	21	03DEC12	31DEC12	■ UST System Removals																						
1070	New Building	192	03DEC12	27AUG13	■ New Building																						
1090	Fuel Station / C-Store (By Owner)	131	03DEC12	03JUN13	■ Fuel Station / C-Store (By Owner)																						
1110	Contaminated Soils Removal	22	17DEC12	15JAN13	■ Contaminated Soils Removal																						
1100	New Site Utilities	86	01FEB13	31MAY13	■ New Site Utilities																						
1130	Water Tower Work	80	01FEB13	23MAY13	■ Water Tower Work																						
1080	Concession Retail Buildout	87	29APR13	27AUG13	■ Concession Retail Buildout																						
1170	Site Demolition - Final	22	04JUN13	03JUL13	■ Site Demolition - Final																						
1120	Sitework	89	18JUN13	18OCT13	■ Sitework																						
1190	Final Finishes	68	28AUG13	29NOV13	■ Final Finishes																						
1140	Commissioning	45	28AUG13	29OCT13	■ Commissioning																						
1150	Working Test Period (By Owner)	45	30SEP13	29NOV13	■ Working Test Period (By Owner)																						
1180	Substantial Completion - Plaza (1)	0		29NOV13	◆ Substantial Completion - Plaza (1)																						
1160	Obtain Operational Capability (By Owner)	10	02DEC13	13DEC13	■ Obtain Operational Capability (By Owner)																						
Chesapeake House Travel Plaza (2)																											
2030	Stockpile materials	41	01FEB13	29MAR13*	■ Stockpile materials																						
2010	NTP Construction - Plaza (2)	0	01APR13*		◆ NTP Construction - Plaza (2)																						
2020	Mobilization	21	01APR13	29APR13	■ Mobilization																						
2040	Site Demolition - Initial	10	30APR13	13MAY13	■ Site Demolition - Initial																						
2060	Hazmat Removals & Disconnect Utilities	16	14MAY13	04JUN13	■ Hazmat Removals & Disconnect Utilities																						
2110	New Building	205	05JUN13	18MAR14	■ New Building																						
2070	Gas Station - Demolition	15	05JUN13	25JUN13	■ Gas Station - Demolition																						
2090	UST System Removals	22	26JUN13	25JUL13	■ UST System Removals																						
2170	Contaminated Soil Removal	20	10JUL13	06AUG13	■ Contaminated Soil Removal																						
2180	Fuel Station / C-Store (By Owner)	131	26JUL13	24JAN14	■ Fuel Station / C-Store (By Owner)																						
2100	New Site Utilities	87	22AUG13	20DEC13	■ New Site Utilities																						
2130	Water Tower Work	80	22AUG13	11DEC13	■ Water Tower Work																						
2000	Complete Plaza (1) Operational	0		13DEC13	◆ Complete Plaza (1) Operational																						
2230	Vacate Chesapeake House	24	16DEC13*	16JAN14	■ Vacate Chesapeake House																						
2050	Building Demolition	15	17JAN14	06FEB14	■ Building Demolition																						
2080	Concession Retail Buildout	112	23DEC13	27MAY14	■ Concession Retail Buildout																						
2220	Site Demolition - Final	10	06JAN14	17JAN14	■ Site Demolition - Final																						
2120	Sitework	88	24JAN14	27MAY14	■ Sitework																						
2210	Final Finishes	60	11MAR14	02JUN14	■ Final Finishes																						
2140	Commissioning	40	02APR14	27MAY14	■ Commissioning																						
2150	Working Test Period (By Owner)	37	11APR14	02JUN14	■ Working Test Period (By Owner)																						
2200	Substantial Completion - Plaza (2)	0	03JUN14	02SEP14	◆ Substantial Completion - Plaza (2)																						
2160	Obtain Operational Capability (By Owner)	10	03JUN14	16SEP14	■ Obtain Operational Capability (By Owner)																						

Start Date 02JUL12
 Finish Date 16SEP14
 Data Date 02JUL12
 Run Date 13JAN12 15:01

MHTP
 Clark Construction Group, LLC
 Maryland House & Chesapeake House Travel Plazas

Sheet 1 of 1



Attachment C
To Appendix 1 of the
I-95 Travel Plazas Lease and Concession Agreement

MANDATORY WORK SCHEDULE

Reference Attachment B - Construction Schedule

Attachment D
To Appendix 1 of the
I-95 Travel Plazas Lease and Concession Agreement

GENERAL CONTRACTOR
RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (this "Agreement") is dated as of the ____ day of _____, 20____ by and between [Identify Name of Contractor], a [Identify State of Incorporation and Type of Business Entity] ("General Contractor"), [Identify Name of Concessionaire the State in which Incorporated and Type of Business Entity] ("Concessionaire"), and the Maryland Transportation Authority an agency of the State of Maryland (hereinafter referred to as "MDTA"), pursuant to the statutory authority of Sections 4-101, 4-201, 4-204(a), 4-205, and 4-209 of the Transportation Article of the Annotated Code of Maryland.

WITNESSETH:

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, 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, in response to the RFP, [Identify Name of Successful Proposer and the state in which it is incorporated] ("Concessionaire") submitted a proposal for the performance of such services (the "Proposal"), and based upon the Proposal and supporting documentation and other information submitted by Concessionaire, MDTA selected the Proposal; and

WHEREAS, contemporaneously herewith, MDTA and Concessionaire have executed and delivered that certain Lease and Concession Agreement dated as of this same date (the "Lease and Concession Agreement"); and

WHEREAS, Concessionaire has hired General Contractor to provide construction services at the Travel Plazas, and Concessionaire and General Contractor have entered into that certain Construction Agreement, dated as of the ____ day of _____, 20____ (the "General Contract"), in order to confirm their mutual understandings and agreements with respect for the provision of such services; and

WHEREAS, MDTA, Concessionaire and General Contractor now desire to execute and deliver this Agreement in order to recognize and confirm the effectiveness of the General Contract as well as the Lease and Concession Agreement and to set forth their respective rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Incorporation of Recitals: Definitions. The recitals to this Agreement are hereby incorporated into the body of this Agreement as an integral part hereof. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease and Concession Agreement.

2. Recognition of the Lease and Concession Agreement. General Contractor acknowledges that MDTA and Concessionaire have entered into the Lease and Concession Agreement which, subject to the terms and conditions of Section 1.1(b) thereof, will not be effective unless and until executed by each of the OAG, the MDTA Board, and the BPW. General Contractor acknowledges and agrees that it has received a true and complete copy of the Lease and Concession Agreement in connection with its execution of the General Contract. General Contractor agrees to cooperate fully with Concessionaire in connection with Concessionaire's performance of its obligations under the Lease and Concession Agreement to the extent such cooperation is needed from the General Contractor to perform its scope of work required in the General Contract. General Contractor specifically acknowledges Concessionaire's design and construction obligations to MDTA and assumes towards Concessionaire all such duties as Concessionaire by the Lease and Concession Agreement has to MDTA thereunder with respect to General Contractor's scope of work required in the General Contract.

3. Recognition of General Contract. MDTA recognizes that Concessionaire and General Contractor have entered into the General Contract. Provided that: (i) the General Contract is then in full force and effect and (ii) General Contractor is not then in material default under the General Contract beyond any applicable grace or cure periods provided in the General Contract, the General Contract shall not automatically be terminated by the occurrence of a Termination of the Lease and Concession Agreement but rather MDTA shall have the unilateral ability to either (A) recognize and accept the General Contract and the General Contractor as the general contractor thereunder and be bound to General Contractor under all terms and conditions of the General Contract, or (B) terminate, and neither recognize nor accept, the General Contract and the General Contractor, all as more fully set forth below.

(a) If MDTA elects to recognize the General Contract and the General Contractor, MDTA shall be entitled, following such Termination of the Lease and Concession Agreement (or if such Termination is disputed lawfully and in good faith by Concessionaire, then upon a Final Decision (as hereinafter defined) declaring the termination of the Lease and Concession Agreement valid) to exercise step-in rights and

directly enforce the General Contract against General Contractor in accordance with its terms without any necessity for a consent or approval from Concessionaire. Following such Termination of the Lease and Concession Agreement (or if such Termination is disputed lawfully and in good faith by Concessionaire, then upon a Final Decision (as hereinafter defined) declaring the termination of the Lease and Concession Agreement valid), upon issuance of such notice contemplated by the foregoing sentence, the General Contract shall continue in full force and effect as a direct contract, in accordance with its terms (except as provided in this Agreement) between MDTA and General Contractor. As used herein, “Final Decision” means a decision from a court of competent jurisdiction as to which the appeal period has expired with no appeal having been taken. General Contractor further agrees to incorporate into the General Contract and be bound by any contract provisions that are then required by the State of Maryland to be included in contracts with the State (“State Contract Terms”). To the extent compliance with such State Contract Terms results in an increase in the Cost of the Work under the General Contract and/or the time of performance under the General Contract, General Contractor will be entitled to an extension of contract time and/or an increase in the Guaranteed Maximum Price (“GMP”).

(b) If MDTA elects to terminate, MDTA, without liability to MDTA, agrees that General Contractor will not be liable for any representation or warranty of, or any act, omission, or breach by General Contractor under the General Contract which occurs following the effective date of such termination.

MDTA’s exercise of its step-in rights hereunder shall not be construed to extend liability to MDTA for any person’s right to payment or constitute a waiver of the State’s sovereign immunity. To the extent such a waiver may be construed by a court of competent jurisdiction, any such waiver shall be strictly limited to the extent of MDTA’s actual involvement with General Contractor during the time period beginning on the date which MDTA exercises its step-in rights and ending on the date which MDTA designates a Replacement Concessionaire.

4. Attornment. Following Termination of the Lease and Concession Agreement (or if such Termination is disputed lawfully and in good faith by Concessionaire, then upon a Final Decision declaring the termination of the Lease and Concession Agreement valid), upon General Contractor’s receipt of notice from MDTA that Concessionaire has been or will be replaced by MDTA with one or more Persons designated by MDTA to act as a replacement for Concessionaire (collectively, and to the extent it assumes the role of a replacement contractor for Concessionaire a “Replacement Concessionaire”), General Contractor will, subject to the provisions of Section 3 of this Agreement, attorn to and recognize any such Replacement Concessionaire as a substitute for Concessionaire under the General Contract, without any necessity for a consent or approval from Concessionaire provided all amounts due under the General Contract have been paid to the General Contractor and the General Contractor has consented to contracting with the Replacement Concessionaire which such consent will not be unreasonably withheld, conditioned, or delayed by the General Contractor. Replacement

Concessionaire's failure to provide General Contractor with proof of adequate financing regarding its ability to make timely payments due under the General Contract shall constitute sufficient reason for General Contractor to withhold its consent, and General Contractor's withholding of consent shall not be considered unreasonable in such event. General Contractor's attornment to and recognition of any such Replacement Concessionaire shall be effective and self-operative following Termination immediately upon General Contractor's receipt of such notice without the execution or delivery of any further instrument. Upon any such Replacement Concessionaire's request, General Contractor will execute and deliver to such Replacement Concessionaire and MDTA an instrument reasonably acceptable to General Contractor acknowledging General Contractor's attornment to and recognition of such Replacement Concessionaire. Following Termination, upon the receipt by General Contractor of the notice contemplated by this Section, the General Contract shall continue in full force and effect as a direct contract, in accordance with its terms (except as provided in this Agreement) between the Replacement Concessionaire and General Contractor.

5. Replacement Concessionaire. Subject to the provisions of Section 3 above, Replacement Concessionaire will assume and be bound, as the concessionaire, to General Contractor under all covenants and conditions of the General Contract for the remainder of the term of the General Contract and any renewal or extension thereof provided for under the terms of the General Contract, except General Contractor agrees that no Replacement Concessionaire:

(a) will be liable for any representation or warranty of, or any act, omission, or breach by Concessionaire under the General Contract which occurs prior to the date General Contractor receives notice from MDTA that Concessionaire has been or will be replaced;

(b) will be subject to any right of set-off or defense in the General Contract that General Contractor may have against Concessionaire under or with respect to the General Contract;

(c) will be bound by any provisions that purport to change or would have the effect of amending the General Contract upon attornment to and assumption by MDTA or a Replacement Concessionaire;

(d) if the Replacement Concessionaire is MDTA or any other agency of the State of Maryland, will be subject to any right of set off or recoupment against any amounts due and payable by General Contractor under the General Contract; or

(e) if the Replacement Concessionaire is MDTA or any other agency of the State of Maryland, will be obligated for payment of any Savings, Bonus, Interest, Prior Services or indemnification reimbursement as contemplated under the General Contract.

The foregoing shall not limit General Contractor's right to exercise against Replacement Concessionaire any offset rights otherwise expressly set forth in the General Contract to the

extent available to General Contractor because of events first occurring after the date of attornment. The foregoing shall not limit General Contractor's right to exercise any rights, at law or in equity, against Concessionaire.

6. No Exercise of Lease and Concession Agreement Remedies against General Contractor. So long as (i) the General Contract has not expired or otherwise been terminated by Concessionaire and (ii) there is no existing material default under or breach of the General Contract by General Contractor that has continued beyond applicable cure periods, MDTA shall not name or join General Contractor as a defendant in any exercise of MDTA's rights and remedies arising upon an Event of Default (as defined in the Lease and Concession Agreement) under the Lease and Concession Agreement unless applicable law requires General Contractor to be made a party thereto as a condition to proceeding against Concessionaire or prosecuting such rights and remedies. In the latter case, MDTA may join General Contractor as a defendant in such action only for such purpose and not to terminate the General Contract or otherwise diminish or interfere with General Contractor's rights under the General Contract or this Agreement in such action.

7. Estoppel Certificates and Other Information. Whenever reasonably requested by MDTA (but not more often than once per year), Concessionaire and General Contractor, from time to time, shall severally execute and deliver to MDTA, within fifteen (15) Business Days of such request, and without charge to MDTA, an estoppel certificate in a form reasonably acceptable to Concessionaire and General Contractor setting forth information MDTA may reasonably require to confirm whether or not the General Contract remains in full force and effect. Upon exercise of MDTA's rights under paragraph (a) of Section 3 above, General Contractor shall also provide to MDTA or any Replacement Concessionaire:

(a) upon MDTA's reasonable request therefore, copies of the General Contract and subcontracts General Contractor has entered with Construction Subcontractors, including all amendments thereto and supplements thereof, which shall be considered and marked by General Contractor as proprietary commercial records exempt under the MPIA as provided in Section 11 below; and

(b) upon MDTA's reasonable request therefore, copies of all construction payment and performance bonds issued pursuant to the General Contract.

In addition, General Contractor shall provide to MDTA any Notice of Termination under the General Contract at the same time such notice is provided to Concessionaire.

8. Notices. Any notice required or permitted to be given by any party under the terms of this Agreement shall be in writing and deemed to have been duly given only when mailed postage prepaid by certified or registered mail, with return receipt requested, or by recognized overnight delivery service, addressed to the party to which the notice is to be given at the address set forth below, or at any other address specified in a notice given by such party to the others:

If to MDTA:

Maryland Transportation Authority

Attention: _____

E-mail: _____

With a copy to:

If to General Contractor:

With a copy to:

If to Concessionaire:

With a copy to:

9. Waiver. Concessionaire hereby waives any claim or cause of action against General Contractor arising out of or relating to Sections 3 and 4 of this Agreement, in reliance on a written notice from MDTA to General Contractor.

10. Reservation of Immunities. Without limiting the application of Section 14 hereof, MDTA reserves all immunities and defenses arising out of its sovereign status, including under the Constitution of the State of Maryland and the Eleventh Amendment of the United States Constitution, and no waiver of any such immunities or defenses shall be implied or otherwise deemed to exist by reason of recognizing the General Contract or by entering into this Agreement or by any express or implied provisions hereof, or by any actions or omissions to act by any State Parties, whether taken pursuant to the Agreement.

11. Public Records. Any information required to be submitted to MDTA, or requested by MDTA of General Contractor, pursuant to the Lease and Concession Agreement or this Agreement that General Contractor considers confidential, financial information given in confidence, intellectual property or trade secret or General Contractor otherwise considers to be exempt from disclosure pursuant to the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland, (MPIA) shall be labeled as such on submission by General Contractor to the State, unless such earlier claims were already adjudicated as such, accompanied with an explanation justifying exemption from release consistent with the MPIA. Should the General Contractor's asserted exemption be challenged by any Person, the final administrative authority to release or exempt any or all material so identified rests with the administrative body or court of jurisdiction. In the event such information is requested from MDTA under the MPIA, MDTA shall notify General Contractor of such request and permit General Contractor five (5) Business Days to respond, defend or otherwise prevent the release of the information. General Contractor hereby indemnifies MDTA and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which General Contractor has designated as a trade secret.

12. No Derogation of Police Powers. Nothing in any of the Lease and Concession Agreement or the General Contract shall be in derogation of the valid exercise of the police powers of the State of Maryland.

13. Consent to Jurisdiction. General Contractor irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with the Lease and Concession Agreement, this Agreement and/or General Contract to the venue and jurisdiction in the courts of the State of Maryland, or the U.S. District Court for the District of Maryland and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise, providing, that nothing herein shall be construed to waive any of the State's immunities.

14. Claims Against the State. General Contractor expressly acknowledges and agrees that the sole and exclusive means for the presentation of any claim against the State and MDTA arising from, or in connection with the Agreement shall be brought by General Contractor in accordance with the laws of Maryland and that General Contractor further agrees not to initiate legal proceedings against the State or MDTA in any state or federal court unless authorized pursuant to the laws of Maryland.

15. Miscellaneous.

(a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

(b) If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(c) This Agreement shall bind and inure to the benefit of the respective heirs, assigns, personal representatives and successors of the parties hereto, including any Replacement Concessionaire.

(d) No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

(e) Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this Agreement.

(f) This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Maryland.

(g) The undersigned signatory for General Contractor hereby represents and warrants that he/she has full and complete authority to execute this Agreement on behalf of General Contractor. The undersigned signatory for Concessionaire hereby represents and warrants that it has full and complete authority to execute this Agreement on behalf of Concessionaire. This representation and warranty is made for the purpose of inducing MDTA to execute this Agreement.

(h) This Agreement constitutes full compliance with, any provisions in the Lease and Concession Agreement and General Contract requiring delivery of a recognition agreement by Concessionaire and General Contractor, respectively.

(i) If MDTA terminates the Concessionaire’s Contract and designates a Replacement Concessionaire in accordance with this Agreement, Article XVII and Appendix 1 of the Lease and Concession Agreement, to the extent such Construction Provisions in Appendix 1 relate to General Contractor's scope of work under the General Contract, shall, immediately upon General Contractor’s receipt of written notice from MDTA of such designation, and without the execution or delivery of any further instrument, be deemed incorporated into the General Contract mutatis mutandis and shall be considered a part of the General Contract as if fully set forth therein.

(j) General Contractor will require each Construction Subcontractor, to the extent of the work to be performed by the Construction Subcontractor, to be in compliance with the applicable terms of the General Contract and to assume toward the General Contractor all the obligations and responsibilities including the responsibility for safety of the Construction Subcontractor’s work, which the General Contractor assumes toward Concessionaire and MDTA under the terms of the General Contract, to the extent applicable to the Construction Subcontractor’s work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

WITNESS

GENERAL CONTRACTOR:

[NAME]

By: _____

Name:

Title:

WITNESS:

OWNER:

MARYLAND TRANSPORTATION AUTHORITY

By: _____

Harold M. Bartlett

Executive Secretary

Witness:

CONCESSIONAIRE:

AREAS USA MDTP, LLC

By: _____

Name:

Title:

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

Assistant Attorney General

Attachment E
To Appendix 1 of the
I-95 Travel Plazas Lease and Concession Agreement

UST SYSTEMS REPLACEMENT SCHEDULE

Reference Attachment B - Construction Schedule

Attachment F
To Appendix 1 of the
I-95 Travel Plazas Lease and Concession Agreement
CONCESSIONAIRE'S REINVESTMENT PLAN

Primary Facility

In addition to the initial capital improvements noted elsewhere, the following capital reinvestments will be completed:

- Year 5 - Maryland House:
 - a) POS system

- Year 6 - Chesapeake House:
 - a) POS system

- Year 7 - Maryland House:
 - a) Kitchen equipment
 - b) Retail fixtures

- Year 8 - Chesapeake House:
 - a) Kitchen equipment
 - b) Retail fixtures

- Year 10 - Maryland House:
 - a) Restroom refurbishment
 - b) Furniture
 - c) Signage
 - d) POS system

- Year 11 - Chesapeake House:
 - a) Restroom refurbishment
 - b) Furniture
 - c) Signage
 - d) POS system

- Year 14 - Maryland House:
 - a) Kitchen equipment
 - b) Retail fixtures

- Year 15 - Maryland House:
 - a) HVAC and Cooler Systems as needed
 - b) POS system

- Year 16 - Chesapeake House:
 - a) HVAC and Cooler Systems as needed
 - b) POS system
 - c) Kitchen equipment
 - d) Retail fixtures

Capital Reinvestment plan(s) post year 16 to be evaluated and established based on equipment and technology available at that time.

Convenience Stores & Fueling Facilities

In addition to the initial capital improvements noted elsewhere, the following capital reinvestments will be completed:

- Year 8 - Maryland House:
 - a) Fuel Dispensers Replacement
 - b) Restroom Upgrades
 - c) Interior Remodel
 - d) HVAC and Cooler Systems – as needed
- Year 9 – Chesapeake House:
 - a) Fuel Dispensers Replacement
 - b) Restroom Upgrades
 - c) Interior Remodel
 - d) HVAC and Cooler Systems – as needed
- Year 15 - Maryland House:
 - a) Fuel Dispensers Replacement
 - b) Restroom Upgrades
 - c) Interior Remodel
 - d) HVAC and Cooler Systems as needed
- Year 16 – Chesapeake House:
 - a) Fuel Dispensers Replacement
 - b) Restroom Upgrades
 - c) Interior Remodel
 - d) HVAC and Cooler Systems as needed

Capital Reinvestment plan(s) post year 16 to be evaluated and established based on equipment and technology available at that time.

I-95 Travel Plazas
Maryland House & Chesapeake House

Lease and Concession Agreement
Between

Maryland Transportation Authority

&

AREAS USA MDTP, LLC

Appendix 2
Environmental Provisions

Contract No. 60833436R

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ARTICLE I
Environmental Provisions Scope

Section 1.1 Scope of Appendix 2

The Environmental Provisions of this Appendix 2 of the Lease and Concession Agreement are in addition to the performance specifications and Mandatory Work identified in Appendices A and B of the RFP.

Section 1.2 Controlling Authority

Provisions of the Appendices of the RFP provide for specific items of work and identify standards that are to be adhered to when performing the Work. If a conflict arises between Environmental Laws, terms of this Lease and Concession Agreement and terms of the RFP, first and foremost, Environmental Laws 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.

Section 1.3 Environmental Provisions Definitions

“Environmental Compliance Plan” means the Concessionaire’s document, a portion of the Quality Manual, so designated, that sets out the Concessionaire’s means of complying with its obligations in relation to environmental QC.

“Environmental Conditions” means the presence of one or more Hazardous Materials in the Environmental Media that require Remedial action under applicable Environmental Laws and/or that may give rise to claims and/or liabilities to third parties, including Governmental Authorities. Environmental Conditions shall include the presence of any Hazardous Material in Environmental Media at or above any applicable default criterion in Governmental Rules

“Environmental Media” means soil, land, surface or subsurface strata, surface strata, surface waters, ponds, streams, groundwater, bedrock, drinking water supply, stream sediments, atmosphere, air, vegetation and any other environmental medium or natural resource.

“Environmental Permits” means any permit, license, approval, authorization, registration, general permit, or consent required under any Environmental Laws for any Travel Plaza or the Leased Premises and its lawful construction, reconstruction and operation. Environmental Permits shall include, but not be limited to, any federal, state or municipal permits related to air, water, waste or land use.

“Pre-Existing Contamination” means Environmental Conditions existing on the Leased Premises prior to the Transfer of Operations and that occurred prior to the Transfer of Operations.

“Remediate,” “Remedy(ies),” “Remedial,” “Remediating” or “Remediation” means to investigate, address, remedy, mitigate, remove, response, respond, abate, and clean-up.

ARTICLE II

General Environmental Considerations

Section 2.1 General

In accordance with Section 3.1 of the Lease and Concession Agreement, and Appendices A and B of the RFP, the following applies with regards to the environmental considerations on the Leased Premises.

Section 2.2 Mutual Cooperation for Environmental Approvals

MDTA shall cooperate fully in Concessionaire’s efforts to obtain environmental approvals as necessary or appropriate in accordance with Environmental Laws for the operation, repair, remodeling or construction on the Leased Premises or as required by Mandatory Work. MDTA’s cooperation shall not be considered agreement to pay for any Environmental Permits. Environmental Permits for the Improvements that Concessionaire constructs pursuant to the Lease and Concession Agreement shall be at the sole responsibility and expense of Concessionaire, except as otherwise provided by this Lease and Concession Agreement. Concessionaire shall cooperate fully and promptly with the MDTA by providing it with any impact statements, assessments, forms, data, or other information that may be required. Copies of environmental approvals and/or rejections shall be submitted to MDTA within thirty (30) days of receipt.

Section 2.3 Duty to Exchange Environmental Reports

2.3.1 Generally

Concessionaire shall provide MDTA with a copy of any reports discussing or addressing environmental conditions or Hazardous Materials relating to the Leased Premises, including the results of any laboratory analysis that Concessionaire receives during the Term of the Lease and Concession Agreement. MDTA shall provide to Concessionaire any such reports it has in its possession as of the Effective Date or that it receives during the Term of this Lease and Concession Agreement. Neither Concessionaire nor MDTA warrant the opinions, findings or conclusions set forth in any environmental report prepared by a third party consultant.

2.3.2 UST System Records

Concessionaire shall maintain inventory, UST and line maintenance records, warranties, tightness tests, failure determinations and any other test performed for each Travel Plaza and the Leased Premises as required to comply with all applicable Environmental Laws and Legal Requirements. Such records shall also be provided to MDTA in accordance with Appendix 2, Section 2.3.1 of this Lease and Concession Agreement. To the extent that other Subcontractors

may be preparing such reports or maintaining such records, Concessionaire shall require each Subcontractor to provide MDTA with rights of access to review such reports and records.

Section 2.4 Limit of Concessionaire's Environmental Liability

(a) Unless otherwise provided by law and without limiting its obligations under any other section of this Lease and Concession Agreement, Concessionaire shall not be liable for the presence of any Hazardous Material on, under, or adjacent to the Leased Premises prior to the Transfer of Operations of this Lease and Concession Agreement, except for those pre-existing conditions the Concessionaire or its Subcontractors may be liable for due to their previous use, activities, ownership, or operation of all or a part of the Site or those which the Concessionaire has exacerbated during the course of its development, construction and operation of the Travel Plazas. MDTA shall be solely and completely responsible with respect to damages when the Concessionaire discovers or encounters pre-existing Hazardous Materials or pollutants during the performance of construction or maintenance services required by the terms of this Lease and Concession Agreement when the presence of such materials or pollutants was unknown or not reasonably discoverable and MDTA shall hold Concessionaire harmless for such damage. MDTA's responsibility shall only be effective if the Concessionaire immediately stops construction work and notifies the MDTA of the Hazardous Material or the pollution problem. The MDTA will not indemnify the Concessionaire for damages resulting from any willful, wanton, or intentional conduct of the Concessionaire. Nothing in this Lease and Concession Agreement shall constitute a waiver or release of the Concessionaire from such liability for pre-existing conditions for which it may be considered a responsible party under Environmental Laws.

(b) Concessionaire represents to MDTA that it will operate the Travel Plazas in compliance with all applicable Governmental Rules and Environmental Laws and that it will not conduct any activity or allow any activity to be conducted on the Leased Premises that will interfere with or prevent compliance with such Environmental Laws or give rise to any common law liability. Concessionaire shall use safe storage and handling procedures.

Section 2.5 General Condition of Leased Premises

(a) Except as addressed within the Lease and Concession Agreement, MDTA has not made and is not now making, and specifically disclaims, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Leased Premises, including, but not limited to, warranties, representations or guaranties as to: (i) environmental matters relating to the Leased Premises or any portion thereof; (ii) geological conditions, including subsidence (including, but not limited to the Environmental Conditions on the Leased Premises), the Environmental Media and related subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes; (iii) whether, and to the extent to which the Leased Premises or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard; (iv) drainage; (v) soil conditions, including the existence of instability, past soil repairs,

soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring; (vi) the availability or sufficiency of any utilities to the Leased Premises or any portion thereof including water, sewage, gas and electric; (vii) usage of adjoining property; (viii) compliance with the Existing Service Providers' plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, or physical or financial operations at the Travel Plazas or any portion thereof; (ix) any affect from the Travel Plazas to properties off-site; (x) the condition or use of the Leased Premises or compliance of the Leased Premises with any or all past, present or future Legal Requirements as any may be applicable to the Leased Premises; (xi) any other matter affecting the compliance, condition, stability or integrity of the real property, the buildings, or the existing Fuel Service Equipment, UST Systems and USTs; and (xii) the potential for further development of the Leased Premises. Neither MDTA nor the State is liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Leased Premises furnished by MDTA, any agent, employee, or other Person, unless the same are specifically set forth or referred to in this Lease and Concession Agreement.

(b) Concessionaire is entering into this Lease and Concession Agreement with the full knowledge of MDTA's disclaimer of representations and warranties and without reliance upon any representations or warranties as to the condition of the Leased Premises by MDTA or any other Person on behalf of the State. Concessionaire has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of MDTA, the State or any of its agents, except as is specifically set forth in this Lease and Concession Agreement.

Section 2.6 Compliance with Environmental Laws

(a) Concessionaire shall conduct and maintain, and require all Subcontractors to conduct and maintain, all construction, reconstruction, and operations, activities and property at the Leased Premises in accordance with all applicable Environmental Laws. Concessionaire shall employ an Environmental Manager responsible for all environmental design and construction issues. Concessionaire shall not enter into any settlement agreement, consent decree, administrative consent order or other compromise with respect to any claim relating to any Hazardous Materials or compliance with any Environmental Laws in any way connected with the Leased Premises without first notifying MDTA, in writing, of Concessionaire's intention to do so, and, to the extent reasonably practical, affording MDTA an opportunity to appear, intervene, or appropriately assert and protect MDTA's interest with respect thereto.

(b) Without limiting the provisions of Appendix 2, Section 2.6(a) of this Lease and Concession Agreement, Concessionaire is the owner of the Fuel Service Equipment. Concessionaire and its Fuel Service Provider shall be responsible for complying with all Environmental Laws and Legal Requirements applicable to the Fuel Service Equipment.

Section 2.7 Environmental Permits

Concessionaire, at its sole cost and expense, shall apply for, obtain, maintain and comply with all terms and conditions in any and all Environmental Permits issued by any Governmental

Authority, in order for Concessionaire to construct, reconstruct, redevelop, maintain and operate the Travel Plazas and the Leased Premises, including responsibility for any general or individual permit as may be required for the operation of each Travel Plaza under any Environmental Law.

Section 2.8 Access and Testing by MDTA

Without limiting the generality of Section 5.4 of the Lease and Concession Agreement or any other provisions of this Lease and Concession Agreement granting MDTA access to any part of the Leased Premises, MDTA shall at all times have access to perform any testing, including boring and installation of monitoring wells, with respect to Environmental Media, Environmental Conditions or any buildings, structures or improvements on the Leased Premises, as MDTA in its discretion may elect to perform in order to protect the interests of the State. Any work performed by MDTA and its consultants shall be at MDTA's sole cost and expense. Prior to performing any onsite testing, MDTA will notify and coordinate with the Concessionaire and agrees to minimize interference with the normal business operations of the Concessionaire on the Leased Premises. MDTA shall restore any portion of the Leased Premises damaged or disturbed as a result of any such investigations. Concessionaire shall not be responsible for any acts performed by MDTA pursuant to this Section.

Article III
Environmental Considerations for Fueling Facilities

Section 3.1 Equipment

On the Transfer of Operations Date, the Concessionaire will begin operating the Fueling Facilities at the Leased Premises, associated lines and submersible pumps designed to supply motor fuel to dispensing islands, along with leak detection devices for underground storage tanks and monitoring wells designed to indicate the presence of a leak from the tanks or lines, as required by applicable Governmental Rules. Concessionaire shall expand certain motor fuel storage and distribution systems and demolish and reconstruct certain other motor fuel storage and distribution systems as described in the Concessionaire's plans. Ownership of and title to the Fuel Service Equipment, whether provided by the MDTA, shall remain in the name of the Concessionaire.

Section 3.2 Maintenance and Replacement

The Concessionaire, at its sole cost and expense, shall maintain in good repair all existing motor fuel storage tanks and all new Fuel Service Equipment constructed by Concessionaire or its Subcontractors. Concessionaire shall repair, maintain, upgrade and replace the motor fuel storage and distribution systems, leak detection devices and monitoring wells as necessary to maintain compliance with all current and any future Governmental Rules including Environmental Laws. Concessionaire shall respond promptly to any report of a malfunction or suspected malfunction to all agencies with jurisdiction and to the MDTA. Concessionaire

accepts the existing Fuel Service Equipment in an “as-is” condition as of the Transfer of Operations Date.

Section 3.3 Remediation

The Concessionaire shall perform at Concessionaire’s sole cost and expense full remediation of all Hazardous Materials released from the Date of Transfer of Operations through the Term of this Lease and Concession Agreement, from the Fuel Service Equipment installed on the Lease Premises, including pollutants released during system filling, product distribution, or dispensing at the fuel islands. In addition, Concessionaire shall comply with specific requirements identified in Appendix 2, Section 5.2 of this Lease and Concession Agreement

Section 3.4 Compliance Groundwater Monitoring and Tank Field Observation Wells

3.4.1 Compliance and Tank Field Wells for New Fuel Service Equipment

(a) Concessionaire shall monitor the compliance groundwater monitoring and tank field wells that Concessionaire is required to install in accordance with the Mandatory Work. Concessionaire shall notify MDTA and Governmental Authorities with jurisdiction of any leakage or spills of which Concessionaire becomes aware, and Concessionaire shall Remediate in accordance with Appendix 2, Sections 3.3 and 5.2 of this Lease and Concession Agreement. The Concessionaire shall employ a compliance officer who will perform all monitoring duties and be in charge of all remediation efforts. Concessionaire shall provide accurate inventory records as well as personnel capable of interpreting the inventory records and discussing results of the monitoring obligations imposed on the Concessionaire within this paragraph with MDTA.

(b) Concessionaire shall be responsible for requirements identified in Appendices A and B of the RFP under Mandatory Work pertaining to the tank field wells and shall conduct such work in accordance with, and as a part of Concessionaire’s performance under the Lease and Concession Agreement. In addition, Concessionaire shall maintain the monitoring wells, as required by Governmental Authorities, throughout the Term. Upon Concessionaire’s receipt of any copies of reports generated while maintaining and conducting tests from the groundwater monitoring wells, Concessionaire shall send such reports simultaneously to MDTA.

3.4.2 Remediation System Wells and Multilevel Wells

Concessionaire shall be responsible for requirements identified in Appendix B of the RFP under Mandatory Work pertaining to the existing groundwater monitoring wells and the multi-level monitoring wells. MDTA shall maintain the existing groundwater treatment system including monitoring of the remediation system monitoring and recovery wells that MDTA created in response to pre-existing contamination at the Site. If monitoring the existing groundwater treatment system reveals a change in results indicating an increase in the presence of Hazardous Materials, Concessionaire shall be solely responsible and shall remediate in accordance with Appendix 2, Article 3.3 of this Lease and Concession Agreement.

3.4.3 Damage to Wells

Concessionaire shall be responsible for any repair or replacement of any monitoring wells owned or maintained by other Persons but damaged by Concessionaire during the Term. Concessionaire shall report any damage to groundwater wells on the Leased Premises to the well owner if the wells are owned or being monitored by someone other than Concessionaire, with copies of such reports being sent simultaneously to MDTA.

ARTICLE IV **Representations, Warranties and Compliance**

Section 4.1 Environmental Representations, Warranties and Agreements of MDTA

(a) MDTA represents and warrants that to the best of its knowledge after diligent inquiry, there are no contaminants, pollutants or hazardous wastes in the ground or ground water, upon or in the vicinity of the Leased Premises or any existing improvements thereon other than as those disclosed in the Lease and Concession Agreement and Reference Documents. To the extent additional Hazardous Materials exist, the Concessionaire takes the premises “as-is” in accordance with other provisions of this Lease and Concession Agreement. The Concessionaire hereby acknowledges it has reviewed the facts disclosed in the Lease and Concession Agreement and the Reference Documents, which were made available in their entirety for review by the Concessionaire.

(b) There is no pending civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending or threatened against MDTA, relating in any way to Environmental Laws relating to emissions, discharges, releases or threatened releases of contaminants, pollutants or Hazardous Wastes into the environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of contaminants, pollutants or Hazardous Wastes; to the best of MDTA’s knowledge, except with respect to the existing contamination as disclosed in the Lease and Concession Agreement and Reference Documents.

Section 4.2 Fuel Storage and Distribution System Maintenance and Regulatory Compliance

The Concessionaire shall submit to MDTA for approval a Fuel Storage and Distribution System Maintenance and Regulatory Compliance Plan that further defines how Concessionaire shall adhere to its obligations under this Appendix 2. Concessionaire shall submit the Fuel Storage and Distribution System Maintenance and Regulatory Compliance Plan to the MDTA no later than sixty (60) days prior to the Transfer of Operations. The MDTA shall review the Plan and Concessionaire shall make such changes to the Fuel Storage and Distribution System Maintenance and Regulatory Compliance Plan until it is approved by MDTA. Concessionaire shall comply with the requirements of the MDTA approved plan throughout the Term of the Lease and Concession Agreement.

ARTICLE V
Leased Premises Conditions

Section 5.1 Existing Condition of Leased Premises

5.1.1 General

Except as set forth below, Concessionaire shall be responsible for the physical and environmental condition of the Leased Premises as of the Transfer of Operations Date and shall incur all costs and responsibilities for repairs, replacements and maintenance prior to initiating the Improvements.

5.1.2 Fuel Service Equipment

Prior to the Transfer of Operations Date, in addition to any tests performed by Existing Service Providers, Concessionaire, with prior notice to MDTA on each occasion, may perform tightness tests of all USTs and lines, or other components of the UST System, testing and/or inspections of secondary containment, functional testing and/or inspections of the vapor recovery (Stage II) systems and hydrostatic testing of the spill containment devices on the Leased Premises. Upon completion of such tests and/or inspections, Concessionaire shall furnish copies of the test and/or inspection results to MDTA in the manner specified in Appendix 2, Section 7.5.

Section 5.2 Post-Closing Conditions

5.2.1 Post-Closing Building Conditions

Upon the Transfer of Operations Date, Concessionaire shall be solely responsible for any and all building conditions that may be created as a result of materials installed by Concessionaire or any Subcontractor under this Lease and Concession Agreement.

5.2.2 Post-Closing Environmental Conditions

(a) Upon the Transfer of Operations Date, Concessionaire shall be solely responsible for any and all Environmental Conditions caused by the Concessionaire, any Subcontractor or any Person (including all guests, invitees, truckers, patrons, delivery persons) other than the State, including all Discharges caused by the Concessionaire, any Subcontractor or any Person (including all guests, invitees, patrons or delivery persons), of any material of any kind whatsoever that occur on the Leased Premises during the Term, with the exception of any Pre-Existing Contamination to which creation of which Concessionaire or its Affiliates may have contributed, or any Environmental Condition that arises from or is associated with an off-site source (“Post-Closing Environmental Conditions”). Post-Closing Environmental Conditions shall include any increase or exacerbation of Pre-Existing Contamination during the Term, except to the extent associated with an off-site source or the construction of the Immediate Repairs or Initial Improvements, unless such Pre-Existing Contamination was negligently or recklessly increased or exacerbated during the Term. In the event of any increase or exacerbation

of Pre-Existing Contamination for which Concessionaire is responsible, Concessionaire is only responsible for the amount of increase or exacerbation caused by Concessionaire.

(b) To the extent required by applicable Environmental Laws, Concessionaire shall diligently Remediate or otherwise respond to Post-Closing Environmental Conditions. MDTA may review any proposed or draft Remedial action plan or document to determine whether the proposed Remedy is consistent with applicable Environmental Laws. Concessionaire shall perform all Remediation activities required by and consistent with applicable Environmental Laws. In the performance of such Remediation activities, Concessionaire shall Remediate such Environmental Condition consistent with the then-current use of the Leased Premises and MDTA shall cooperate with Concessionaire in performance thereof. In connection therewith, Concessionaire shall provide MDTA a report from a licensed environmental professional demonstrating compliance with the applicable Environmental Laws. The terms of this Section shall survive the Term.

ARTICLE VI

Specific Environmental Conditions

Section 6.1 Hazardous Materials

Except for Hazardous Materials used in connection with the Concessionaire's or any Subcontractor's fuel-dispensing, food and beverage or retail operations, which shall include Hazardous Materials transported by others in compliance with Environmental Laws, and in connection with the performance of Concessionaire's or any Subcontractor's maintenance, repair, and other obligations under and pursuant to this Lease and Concession Agreement, Concessionaire shall not intentionally or willfully cause or permit any Hazardous Material to be brought upon, handled, generated, used, manufactured, transported, emitted, released, treated, stored, kept, disposed or used in or about the Leased Premises by Concessionaire, its agents, employees, contractors, Subcontractor's, or suppliers, without the prior written approval of MDTA.

Section 6.2 Discharges

Concessionaire shall diligently avoid any Discharges of any Hazardous Materials and shall not willfully or intentionally Discharge any Hazardous Material into the Environmental Media. Concessionaire shall immediately respond to any Discharges to the environment and Remediate the Discharge in accordance with Appendix 2, Section 5.2 above and applicable Environmental Laws.

ARTICLE VII
Additional Environmental Obligations of Concessionaire

Section 7.1 Preparedness and Training

(a) Concessionaire shall keep an adequate amount of absorbents at each of the Travel Plazas to clean up minor amounts of Discharges of petroleum products resulting from the use of Fuel Service Equipment by patrons or from truck and car vehicles. Only properly trained employees of Concessionaire or its Subcontractors shall use absorbents and shall maintain and dispose of them in accordance with all applicable Environmental Laws and Legal Requirements.

(b) Concessionaire shall ensure that, at all times, there will be at each Travel Plaza at least one person who has been trained in emergency and Discharge response, spill prevention and preparedness. Concessionaire shall post or cause to be posted contact information at various locations throughout each of the Travel Plazas identifying the phone numbers of who to call in the event of a Discharge.

Section 7.2 Disposal Obligations

Concessionaire shall, as required by applicable Environmental Laws, and at its own cost and expense, promptly arrange for the transportation, treatment and disposal of any Hazardous Materials Concessionaire or the Subcontractors generate on the Leased Premises. Concessionaire shall cause all shipments, treatment and disposal of such Hazardous Materials to be accompanied by a manifest (if required by the applicable Environmental Law) listing the applicable Travel Plaza and Concessionaire or any Subcontractor, as generator and owner, and reflecting the legal and proper treatment or disposal of such materials.

Section 7.3 Notice

7.3.1 Notice of Discharge

Following notice to the applicable Governmental Authority upon discovery of Discharge at the Leased Premises, Concessionaire shall notify MDTA as soon as practicable of any incident regarding the Discharge and planned Remedial measures. In addition, Concessionaire shall notify MDTA as soon as practicable, but in any event within seventy-two (72) hours, in writing, of Concessionaire's receipt, knowledge or discovery of: (a) the presence of any Hazardous Material on, about, beneath or arising from any portion of the Leased Premises that creates an obligation under any of the Environmental Laws; (b) any enforcement or action (including but not limited to any notices of violation, orders, consent orders, civil or criminal actions) instituted or threatened against Concessionaire or the Leased Premises by any Governmental Authority pursuant to any of the Environmental Laws; and (c) any claim made or threatened by any person or entity against Concessionaire or the Leased Premises relating to any form of damage, loss or injury resulting from or claimed to result from any Environmental Conditions or claims of violations of Environmental Laws.

7.3.2 Notice Regarding UST Systems

Concessionaire shall give MDTA fourteen (14) Business Days advance written notice as to when a UST or component of the UST System shall be installed, replaced, removed, modified, tested or updated.

Section 7.4 Quarterly Meetings

In addition to the meetings addressed in Article II of the Lease and Concession Agreement, Concessionaire shall meet quarterly with MDTA's Authorized Representative and other MDTA staff to review the Environmental Conditions on the Leased Premises, the Environmental Permits, water usage and discharges (including sampling information), environmental "incidents and activities" for the Leased Premises, any notices of noncompliance and complaints received relating to environmental matters and any Discharges that do or have the potential to require Remedial actions. These meetings may include site visits to the Leased Premises. The frequency of these meetings or site visits may be decreased at the discretion of MDTA.

Section 7.5 Copies of Permits, Reports, Data and Similar Documents

Concessionaire shall make available not later than two (2) days after the submission to the applicable Governmental Authority: (i) copies of all reports, tests, sample results, monitoring results or similar document required to be filed by Concessionaire or any Subcontractor under any of the Environmental Laws; (ii) responses to any request for information made by any Governmental Authority; (iii) written responses to any of the notices sent to Concessionaire (or any Subcontractor) by any Governmental Authority, relating to the Concessionaire's or Subcontractor's compliance with the Environmental Laws, (iv) any written Environmental Permits and documents submitted to MDE and (v) all UST System registrations, warranties, certificates, insurance certificates, inventory records, and UST System tightness and fitness tests. Additionally, Concessionaire shall make available not later than two (2) days after completion, any final copies of each of Phase I, II, III, IV reports, laboratory analyses, remedial action plans, Remediation reports, quarterly groundwater monitoring or any other such reports and records describing the environmental activities at the Leased Premises, tests, sample results, monitoring results or similar documents.

Section 7.6 Quality Plan

In developing its Quality Plan, Concessionaire shall establish appropriate controls in its management, design, construction, installation, and documentation procedures to ensure that environmental permit requirements are met and documented. The Environmental Compliance Plan shall describe how Concessionaire will achieve full compliance with the commitments, considerations, permit conditions, and approval requirements for design and construction; and describe the Concessionaire's process, structure, organization, location, and methods proposed for documentation, communication, and QA and QC.

Section 7.7 Environmental Reports and Third-Party Audits

(a) Concessionaire shall submit annual reports for the Leased Premises. The first report shall be submitted one (1) year from the Transfer of Operations Date. This report will summarize reportable spills or any environmental incidents or responses that have the potential to require responsive actions, and any incidents which cause noncompliance with the applicable Environmental Laws. Upon the request of the MDTA, Concessionaire shall make available to the MDTA any environmental reports, including, but not limited to, inventory records. The annual reports shall include a listing of all approvals or authorizations, certificates, permits or licenses required by any environmental or other regulation for the design, construction, installation, or operation of all facilities on the Leased Premises.

(b) Concessionaire shall conduct a third-party environmental compliance self-audit every three (3) years on the Leased Premises in a form as determined and approved by MDTA. The self-audit shall include an evaluation of the Leased Premises' operating practices and procedures. The Concessionaire shall audit compliance with the following federal regulations or authorized state counterparts of the federal regulations: the Clean Air Act; Clean Water Act; Safe Drinking Water Act; Federal Insecticide, Fungicide and Rodenticide Act; Resource Conservation and Recovery Act; Emergency Planning and Community Right-to-Know Act; and Toxic Substances Control Act.

(c) No later than ninety (90) days prior to conducting each compliance audit, the Concessionaire shall submit to MDTA for review and approval a written audit template report and audit checklists which correspond to the above-referenced regulations.

(d) The Concessionaire, where applicable, shall report all findings of non-compliance discovered during the audits to the appropriate Governmental Authority.

Section 7.8 End of Term Environmental Obligations

(a) No later than four (4) months prior to the expiration of the Term, or such other earlier date as may be agreed upon by the parties, Concessionaire shall deliver to MDTA a status report for the Leased Premises documenting an environmental investigation (including a subsurface investigation of the Environmental Media) of each Travel Plaza, which investigation is intended to establish new baseline data for the Leased Premises, and an environmental third-party audit of the status of the compliance of the Leased Premises with all Environmental Laws in effect at the time. Concessionaire shall bear all costs for investigating, inspecting and documenting the Environmental Condition of the Leased Premises. The report shall describe the status of each of the UST Systems and other Fuel Service Equipment and the status of compliance of the Leased Premises under the then applicable Environmental Laws.

(b) In accordance with Section 18.6 of the Lease and Concession Agreement, 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 a decision, which shall be approved by MDTA to either sell or

remove its Fuel Service Equipment 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. If Concessionaire decides not to sell or remove its underground fuel storage tank systems and associated distribution systems, as approved and permitted by MDTA, then within 45 days prior to the end of the Term or upon Termination, Concessionaire shall cause tightness tests of all USTs and lines, or other components of the UST System, testing and/or inspections of secondary containment, functional testing and/or inspections of the vapor recovery (Stage II) systems and hydrostatic testing of the spill containment devices at the Leased Premises. Upon completion of such tests and/or inspections, Concessionaire shall furnish copies of the tests and/or inspection results to MDTA. If required by applicable Environmental Laws, Concessionaire shall replace or repair any components of the UST System at its sole cost and expense.

I-95 Travel Plazas
Maryland House & Chesapeake House

Lease and Concession Agreement
Between

Maryland Transportation Authority

&

AREAS USA MDTP, LLC

Appendix 3
Financing Provisions

Contract No. 60833436R

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ARTICLE I
Financing Preliminary Matters

Section 1.1 Scope of Appendix 3

The Financing Provisions of this Appendix 3 of the Lease and Concession Agreement is in addition to the performance specifications and provisions contained within the RFP.

Section 1.2 Controlling Authority

Provisions within the Appendices of the RFP provide specific guidance as to the financing permitted and standards concerning the financial thresholds required of the Concessionaire. 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

Section 1.3 Financing Provision Definitions

“Collateral Assignee Notice Requirements” means the delivery by a holder of a Collateral Assignment to MDTA, no later than ten (10) Business Days after the execution and delivery of such Collateral Assignment by the Concessionaire, of a true and complete copy of the executed original of such Collateral Assignment, together with a notice containing the name and address of the holder of such Collateral Assignment

“Collateral Assignment” means the granting of any lien or the granting of any other security interest (including a leasehold mortgage, and assignment, or grant of a Lien or security interest with respect to revenues and cash flows received by or due to Concessionaire under and pursuant to this Lease and Concession Agreement or any Subcontract) encumbering any or all of Concessionaire's assets, including rights, benefits and interests under and pursuant to this Lease and Concession Agreement or any Subcontract and any cash reserves or deposits held in the name of the Concessionaire securing Concessionaire's obligation under and pursuant to any Indebtedness, in each case that satisfies all of the conditions in Article XI and Appendix 3, of the Lease and Concession Agreement.

“Institutional Lender” means (a) the United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects, (b) any (i) savings bank, financial institution, savings and loan association, commercial bank, trust company (whether acting individually or in a fiduciary capacity), or insurance company organized and existing under the laws of the United States of America or any state thereof, (ii) foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of the United States, (iii) pension fund, foundation or university or college or other endowment fund or (iv) investment bank, pension advisory firm,

mutual fund, investment company or money management firm, (c) any “qualified institutional buyer” under Rule 144(A) under the Securities Act or any other similar Legal Requirement hereinafter enacted that defines a similar category of investors by substantially similar terms, (d) any entity that regularly serves as a trustee or collateral agent or (e) any other financial institution or entity designated by Concessionaire and approved by MDTA, which approval shall not be unreasonably withheld; provided, however, that each such entity (other than entities described in clauses (c) and (d) of this definition) or combination of such entities if the Institutional Lender shall be a combination of such entities shall have individual or combined assets, as the case may be, of not less than \$500,000,000, which shall include, in the case of an investment or advisory firm, assets controlled by it or under its management.

“Occupancy Lease” means any lease, sublease, concession, license, or other similar agreement or arrangement for the occupancy of less than all of the Leased Premises.

“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 this Lease and Concession Agreement.

Article II **Permitted Financing**

Section 2.1 Indebtedness

(a) Notwithstanding anything herein to the contrary, Concessionaire may, but shall not be obligated to, incur and obtain any Indebtedness with respect to the construction and operation of the Travel Plazas and the performance of its obligations under and pursuant to this Lease and Concession Agreement on terms and conditions as may be acceptable to Concessionaire in its sole discretion provided that:

- (i) at the time such Indebtedness is originated no Event of Default then exists and has not been cured within the applicable cure period pursuant to Article XIV of the Lease and Concession Agreement;
- (ii) the terms and conditions of any such Indebtedness shall be in accordance with the terms and conditions of this Appendix 3, Article II; and
- (iii) such Indebtedness shall not cause the net amount of all outstanding Indebtedness to increase such that the aggregate amount of the Indebtedness would be in excess of the appraised fair market value of the Concessionaire’s interest in the Lease and Concession Agreement.

(b) If Concessionaire seeks to obtain any Indebtedness, Concessionaire bears all of the risks relating to a delay in receiving the necessary approvals and for compliance with all Legal Requirements. MDTA does not bear any risk for the failure of Concessionaire to obtain funding from any source, and such failure, if any, shall not diminish Concessionaire’s obligations under this Lease and Concession Agreement.

(c) No State Parties shall have any liability whatsoever with respect thereto, including for payment of the principal sum of any Indebtedness, or any interest accrued thereon or any other sum secured by or accruing under any document, instrument or agreement evidencing or securing the Indebtedness, except as expressly set forth in this Appendix 3, Article II. MDTA shall have no obligation to join in, execute or guarantee any note or other evidence of Indebtedness. Except for a violation by MDTA of its express obligations to Collateral Assignees set forth in this Appendix 3, Article II, no Collateral Assignee is entitled to seek any damages or other amounts from MDTA, whether for Indebtedness or any other amount. MDTA's review of any document, instrument or agreement evidencing or securing the Indebtedness is not a guarantee or endorsement of the Indebtedness, or any other obligations issued or incurred by Concessionaire in connection with this Lease and Concession Agreement, and is not a representation, warranty or other assurance as to the ability of Concessionaire to perform its obligations with respect to the Indebtedness or any other obligations issued or incurred by Concessionaire in connection with this Lease and Concession Agreement, or as adequacy of the Gross Revenues to provide for payment of the Indebtedness or any other obligations issued or incurred by Concessionaire in connection with this Lease and Concession Agreement.

(d) Concessionaire shall not enter into any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction that would cause any State Parties to become a party to a "prohibited tax shelter transaction" within the meaning of Section 4965 of the Internal Revenue Code of 1986, as amended (it being agreed that, for purposes of this Section), the State and MDTA shall not be treated as having become a party to any such transaction solely by virtue of the execution of this Lease and Concession Agreement.

Section 2.2 Collateral Assignments

(a) With respect to any such Indebtedness, Concessionaire shall have the right, at its sole cost and expense, to execute and deliver one or more (subject to Appendix 3, Section 2.7) Collateral Assignments, if at the time any such Collateral Assignment is executed and delivered to the Collateral Assignee, no Event of Default then exists and has not been cured within the applicable cure period pursuant to Article XIV and upon and subject to the following terms and conditions:

- (i) a Collateral Assignment may not cover any property or secure any Indebtedness issued by or guaranteed by any Person other than Indebtedness of Concessionaire;
- (ii) all rights under the Collateral Assignment, and the terms of such Collateral Assignment, shall expressly provide that the Collateral Assignment shall be and is subject and subordinate to the provisions of this Lease and Concession Agreement and to all rights and interests of the MDTA hereunder and such Collateral Assignment shall specifically acknowledge the property insurance allocation provision described in Article XIII of this Lease and Concession Agreement and the condemnation insurance allocation provision described in this Lease and Concession Agreement;

- (iii) no Person other than an Institutional Lender shall be entitled to the benefits and protections accorded to a Collateral Assignee in this Lease and Concession Agreement; provided, however, that lenders to Concessionaire (and lenders to the Collateral Assignee as successor in interest to Concessionaire under this Lease and Concession Agreement) may be Persons other than Institutional Lenders so long as any Collateral Assignment securing the loans made by such Persons is held by an Institutional Lender acting as collateral agent or trustee;
- (iv) no Collateral Assignment or other instrument purporting to pledge, encumber, or create a lien, charge, or security interest on or against any or all of Concessionaire's interest under and pursuant to this Lease and Concession Agreement or the cash flows and other rights of Concessionaire pursuant hereto or any Subcontract shall extend to or affect the fee simple interest in the Leased Premises, MDTA's interest in this Lease and Concession Agreement (including all Monthly Payments or other payments due MDTA pursuant to this Lease and Concession Agreement) or any State Party's right, title, interest and/or estate in and to the Leased Premises, any part thereof, or the Equipment and Fixtures or Fuel Service Equipment;
- (iv) no State Party shall have any liability whatsoever for payment of any principal, interest, fees, costs or expenses with respect to Indebtedness of Concessionaire or any amounts secured by any Collateral Assignment, or any interest accrued thereon or any other sum secured thereby or accruing thereunder;
- (v) no State Party shall have any obligation to any Collateral Assignee in the enforcement of MDTA's rights and remedies herein except as expressly set forth in this Lease and Concession Agreement and unless such Collateral Assignee has provided MDTA with notice of its Collateral Assignment in accordance with the Collateral Assignee Notice Requirements;
- (vi) each Collateral Assignment shall provide that if Concessionaire is in default under the Collateral Assignment and the Collateral Assignee gives notice of such default to Concessionaire, then the Collateral Assignee shall give notice of such default to MDTA;
- (vii) subject to the terms of this Lease and Concession Agreement, all rights acquired by a Collateral Assignee under any Collateral Assignment or other documents evidencing any Indebtedness shall be subject and expressly subordinate to the rights of MDTA to receive the Monthly Payments or other payments due to MDTA pursuant to this Lease and Concession Agreement;
- (viii) while any Collateral Assignment is outstanding, MDTA shall not amend or modify this Lease and Concession Agreement in any manner that could reasonably be expected to have a material adverse effect on the rights or

interests of the Collateral Assignee or agree to a voluntary surrender or termination of this Lease and Concession Agreement by Concessionaire without the reasonable consent of the Collateral Assignee;

- (ix) notwithstanding any enforcement of the security of any Collateral Assignment, Concessionaire shall remain liable to MDTA for the payment of all sums owing to MDTA under this Lease and Concession Agreement and the performance and observance of all of Concessionaire's covenants and obligations under this Lease and Concession Agreement;
- (x) a Collateral Assignee shall not, by virtue of its Collateral Assignment, acquire any greater rights or interest in the Leased Premises than Concessionaire has at any applicable time under this Lease and Concession Agreement, other than such rights or interest as may be granted or acquired in accordance with this Appendix 3, Article II; and each Collateral Assignee, MDTA, and Concessionaire shall enter into a consent agreement in a form acceptable to all parties; provided that such consent agreement shall be in a customary form and shall include the rights and protections provided to the Collateral Assignees in this Lease and Concession Agreement; and
- (xi) any Collateral Assignment shall contain an express covenant of the Collateral Assignee, in form and substance reasonably satisfactory to MDTA, to be bound by the provisions of Appendix 3, Section 2.8.

(b) The Concessionaire acknowledges that executing a Collateral Assignment that does not satisfy all of the requirements of a Collateral Assignment as provided in this Lease and Concession Agreement or is with a Collateral Assignee that has not been approved by the MDTA is a breach of this Lease and Concession Agreement. The foregoing provisions of this Section shall not prohibit the Concessionaire or any other Person from pledging any other interest in the Concessionaire to any Person for any purpose, provided that the pledge is not secured by an interest in the Leased Premises, and provided further that the provisions of this Lease and Concession Agreement regarding Permitted Transfers shall continue to apply.

(c) Any Collateral Assignment shall contain a requirement that if any Person (other than Concessionaire) succeeds to the ownership of Concessionaire's Leasehold Estate under this Lease and Concession Agreement or Concessionaire's interests in the Leased Premises and Improvements, through the operation of such Collateral Assignment, by foreclosure, trustee's sale or deed in lieu thereof, such successor to Concessionaire (a "Successor") shall in writing (in a form recordable where necessary and approved by the Collateral Assignee under such Collateral Assignment) agree not to disturb the tenancies of Occupancy Tenants under subleases, if any, that were approved in writing by such Collateral Assignee; and assume any and all of the Concessionaire's obligations under this Lease and Concession Agreement arising from and after such Person succeeds to Concessionaire's Leasehold Estate hereunder, subject, however, to any Person to whom any Transfer is attempted in violation of any of the provisions of this Lease and Concession Agreement shall have no claim, right or remedy whatsoever against the MDTA and

any State Party, and neither the MDTA nor any State Party shall have any duty to recognize any Person claiming by, through or under the transferee, other than Occupancy Tenants.

Section 2.3 Notices and Payments to Collateral Assignees

Whenever a Collateral Assignment exists as to which MDTA has been provided notice in accordance with the Collateral Assignee Notice Requirements, MDTA shall, simultaneously with providing Concessionaire any required notice under this Lease and Concession Agreement, provide a copy of such notice to such Collateral Assignee, and no such notice to Concessionaire shall be effective against the Collateral Assignee until a copy thereof is duly provided to such Collateral Assignee at its address specified in its notice given to MDTA in accordance with the Collateral Assignee Notice Requirements (or any subsequent change of address notice given to MDTA pursuant to the requirements of Section 18.1 of the Lease and Concession Agreement).

Section 2.4 Collateral Assignee's Right to Cure

The Collateral Assignee shall have a period of thirty (30) days with respect to any Event of Default (other than a Event of Default described in Section 14.1(a)), beyond any cure period expressly provided to Concessionaire herein, in which to cure or cause to be cured any such Event of Default; provided, however, that such thirty (30) day period shall be extended if such Event of Default may be cured but cannot reasonably be cured within such period of thirty (30) days and the Collateral Assignee begins to cure such default within such thirty (30) day period and thereafter proceeds with all due diligence to cure such Event of Default within a period of time reasonably necessary to cure such Event of Default. The Collateral Assignee shall have a period of ten (10) days with respect to any Event of Default described in Section 14.1(a), beyond any cure period expressly provided to Concessionaire in Section 14.1(a), in which to cure or cause to be cured any such Event of Default (including satisfying any monetary obligation of Concessionaire). If a Collateral Assignee's right to cure an Event of Default has not expired, and the Collateral Assignee is acting to cure such Event of Default in accordance with this Appendix 3, Section 2.4 then MDTA shall not exercise its right to terminate this Lease and Concession Agreement by reason of such Event of Default. In furtherance of the foregoing, MDTA shall permit the Collateral Assignee and its representatives the same access to the Leased Premises as is permitted to Concessionaire hereunder. MDTA shall accept any such payment or performance by a Collateral Assignee as though the same had been done or performed by Concessionaire. Any payment to be made or action to be taken by a Collateral Assignee hereunder as a prerequisite to keeping this Lease and Concession Agreement in effect shall be deemed properly to have been made or taken by the Collateral Assignee if such payment is made or action is taken by a nominee, agent or assignee of the rights of such Collateral Assignee. The Collateral Assignee's right to cure, as provided above, shall not otherwise be deemed to prohibit MDTA from terminating this Lease and Concession Agreement in accordance with its terms or exercising any right or option under this Lease and Concession Agreement

Section 2.5 Rights of the Collateral Assignee

(a) If a Collateral Assignee, through the operation of its loan documents or by entry as a mortgagee in possession or by foreclosure, or by acceptance of an assignment in lieu of foreclosure or through any other means, including a bankruptcy or other insolvency proceeding, arrangement, confirmation or sale, acquires Concessionaire's interest in the Leased Premises, such Collateral Assignee shall have the right, at its option, to:

- (i) Complete construction of the Improvements substantially in accordance with the Concessionaire's Plans, as then applicable, and operate the Improvements itself and in all respects comply with the provisions of the Project Documents; or
- (ii) Subject to Appendix 3, Subsection 2.6(a) below, regarding a New Lease and Concession Agreement, then, or at any time thereafter, assign or transfer Concessionaire's interest in the Leased Premises, the Improvements or this Lease and Concession Agreement to (A) an Affiliate of such Collateral Assignee, or (B) any other assignee or transferee, which Affiliate or other assignee or transferee shall expressly assume all of the covenants, agreements and obligations of Concessionaire thereafter arising under this Lease and Concession Agreement by written instrument, provided that, with respect to any assignment or transfer under this Appendix 3, Subsection 2.5(a)(ii), the assignment or transfer shall be to a Permitted Transferee; or
- (iii) Terminate this Lease and Concession Agreement, permitting reversion of all of Concessionaire's rights under the Lease and Concession Agreement in the Leased Premises and the Improvements to MDTA.

No such action by a Collateral Assignee shall relieve the Concessionaire of any obligations hereunder, or under the Project Documents.

(b) Subject to the provisions of this Appendix 3, Article II and subject to the Reserved Rights, a Collateral Assignee may (i) enforce its Collateral Assignment in any lawful way, (ii) acquire Concessionaire's interests in and pursuant to this Lease and Concession Agreement or any Subcontract in any lawful way or (iii) take control of, in any lawful way, and manage the Travel Plazas, in each case, subject to the terms of this Lease and Concession Agreement.

(c) Except as provided in Appendix 3, Section 2.4, unless and until a Collateral Assignee (i) forecloses upon or has otherwise taken ownership of Concessionaire's interests in and pursuant to this Lease and Concession Agreement or any Subcontract or (ii) has taken possession or control of Concessionaire's interests in and pursuant to this Lease and Concession Agreement or any Subcontract, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of Concessionaire's interests in

and pursuant to this Lease and Concession Agreement or any Subcontract by reference to the Collateral Assignment, the Collateral Assignee shall not be liable for any of Concessionaire's obligations under this Lease and Concession Agreement or be entitled to any of Concessionaire's rights and benefits contained in this Lease and Concession Agreement, except by way of security. If the Collateral Assignee itself or by an agent or a receiver or a receiver and manager is the owner, or is in control or possession of, Concessionaire's interests in and pursuant to this Lease and Concession Agreement or any Subcontract, it shall be bound by all liabilities and obligations of Concessionaire under this Lease and Concession Agreement. Once the Collateral Assignee goes out of ownership, possession or control of Concessionaire's interests in and pursuant to this Lease and Concession Agreement or any Subcontract or Transfers Concessionaire's interest in this Lease and Concession Agreement to another Person in accordance with the provisions of this Lease and Concession Agreement, the Collateral Assignee shall cease to be liable for any of Concessionaire's obligations under this Lease and Concession Agreement accruing thereafter and shall cease to be entitled to any of Concessionaire's rights and benefits contained in this Lease and Concession Agreement, except, if the Collateral Assignment remains outstanding, by way of security.

(d) Any payment to be made or action to be taken by a Collateral Assignee as a prerequisite to keeping this Lease and Concession Agreement in effect shall be deemed properly to have been made or taken by the Collateral Assignee if such payment is made or action is taken by a Person proposed by the Collateral Assignee and reasonably approved by MDTA. MDTA shall have no obligation to recognize any claim to Concessionaire's rights hereto by any Person that has acquired Concessionaire's rights hereto by, through, or under any Collateral Assignment or whose acquisition shall have been derived immediately from any holder thereof, unless such Person is reasonably approved by MDTA pursuant to Appendix 3, Section 2.5(d), (such approved entity a "Substituted Entity").

(e) MDTA shall have no obligation to approve a Person as a Substituted Entity and Qualified Buyer unless the Collateral Assignee demonstrates to MDTA's reasonable satisfaction that: (i) the proposed Substituted Entity and its contractors collectively have the financial resources, qualifications and experience to timely perform Concessionaire's obligations hereunder; (ii) the proposed Substituted Entity and its contractors, each of their respective direct and indirect beneficial owners, any proposed key personnel, each of their respective officers and directors and each of their respective affiliates have a good reputation (including the absence of criminal or material civil or regulatory claims or actions against any such Person); and (iii) the proposed Substituted Entity and its contractors are in compliance with MDTA's rules, regulations and adopted written policies regarding organizational conflicts of interest. MDTA will approve or disapprove a proposed Substituted Entity within ninety (90) days after it receives from the Collateral Assignee a request for approval together with: a) such information, evidence and supporting documentation concerning the identity, financial resources, qualifications, experience and potential conflicts of interest of the proposed Substituted Entity and its contractors as MDTA may reasonably request; and b) such evidence of organization, authority, incumbency certificates, certificates regarding disqualification, debarment or suspension, and other certificates, representations and warranties as MDTA may reasonably request consistent with the terms and conditions of this Lease and Concession Agreement. MDTA will evaluate the

financial resources, qualifications, experience and potential conflicts of interest of the proposed Substituted Entity and its contractors using the same standards and criteria that it is then currently applying, or if there is no current application, then the same standards and criteria it most recently applied, to the evaluation of Persons responding to MDTA requests for qualifications for concession or similar agreements for comparable projects and facilities.

(f) A Collateral Assignee may request approval of more than one Substituted Entity at any time or times. Any approval by MDTA of a Substituted Entity shall expire (unless otherwise agreed in writing by MDTA) one year after the approval is issued if the Substituted Entity has not succeeded to Concessionaire's interest in this Lease and Concession Agreement within that period of time. MDTA may revoke an approval if at any time prior to succeeding to Concessionaire's interest herein the Substituted Entity ceases to be in compliance with MDTA's rules and regulations regarding organizational conflicts of interest. If the Substituted Entity succeeds to Concessionaire's interest herein, then MDTA shall not be entitled to terminate due to any breaches accumulated by Concessionaire related to the Performance Standards prior to its replacement by the Substituted Entity.

Section 2.6 MDTA's Termination of the Lease and Concession Agreement; New Lease and Concession Agreement

(a) Without prejudice to the rights of a Collateral Assignee under Appendix 3, Section 2.4, if this Lease and Concession Agreement is terminated prior to the expiration of the Term due to an Event of Default (in which case MDTA shall notify the Collateral Assignee of such termination) or if this Lease and Concession Agreement is rejected or disaffirmed pursuant to any bankruptcy law or proceeding or other similar Legal Requirement or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to Concessionaire or otherwise, MDTA agrees to enter into a new agreement with respect to the operation of the Travel Plazas with the Collateral Assignee for the remainder of the original stated Term upon all of the covenants, agreements, terms, provisions and limitations of this Lease and Concession Agreement (the "New Lease and Concession Agreement"), effective as of the date of such termination, but only on and subject to the satisfaction of all of the following requirements and conditions: (i) such Collateral Assignee commits in writing to MDTA, in a notice delivered to MDTA, within ten (10) days after MDTA delivers the termination notice to the Collateral Assignee (or, if later, upon the expiration of any cure period granted to the Collateral Assignee pursuant to Appendix 3, Section 2.4) or within thirty (30) days after the effective date of such rejection or disaffirmance, as the case may be, that the Collateral Assignee (or its designee or nominee) will enter into the New Lease and Concession Agreement, which notice is accompanied by a copy of such New Lease and Concession Agreement, duly executed and acknowledged by the Collateral Assignee (or its designee or nominee); (ii) provided MDTA notifies the Collateral Assignee in advance, the Collateral Assignee (or its designee or nominee) pays or causes to be paid to MDTA, at the time of the execution and delivery of the New Lease and Concession Agreement, all amounts which, at the time of the execution and delivery thereof, would have been past due or due and payable in accordance with the provisions of this Lease and Concession Agreement but for such termination; (iii) the Collateral Assignee pays or causes to be paid to MDTA all reasonable costs and expenses (including legal fees), taxes, fees, charges

and disbursements paid or incurred by MDTA in connection with such defaults and termination, the recovery of possession from Concessionaire, and in connection with the preparation, execution and delivery of the New Lease and Concession Agreement and related agreements and documents specified in such statement or invoice, provided MDTA furnishes a statement or invoice for such costs; and (iv) such Collateral Assignee (or its designee or nominee), at the time of such written request, cures all defaults under this Lease and Concession Agreement (curable by the payment of money) existing immediately prior to the termination of this Lease and Concession Agreement, or, if such defaults cannot be cured by the payment of money, such Collateral Assignee (or its designee or nominee) commits to MDTA in the New Lease and Concession Agreement to proceed both promptly and diligently, upon the execution of the New Lease and Concession Agreement, to cure all such other defaults and, if possession is necessary in order to cure such other Events of Default, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such cure shall be a covenant in the New Lease and Concession Agreement).

(b) A New Lease and Concession Agreement shall provide that, with respect to each and every Occupancy Lease that immediately prior to the termination of the Term was superior to the legal operation and effect of the Collateral Assignment held by the Collateral Assignee that obtained such New Lease and Concession Agreement, the Successor Concessionaire thereunder shall be deemed to have recognized the Occupancy Lease, as though the Occupancy Lease had never terminated but had continued in full force and effect after the termination of the Term of this Lease and Concession Agreement, and the Successor Concessionaire shall be deemed to have assumed all of the obligations of the sublandlord under the Occupancy Lease accruing from and after the termination of the Term; provided that the obligation of the Successor Concessionaire under such New Lease and Concession Agreement for any covenant of quiet enjoyment, express or implied, contained in the sublease shall be limited to the acts of the Successor Concessionaire and those claiming by, under, or through such Successor Concessionaire. Upon execution and delivery of a New Lease and Concession Agreement, all Occupancy Leases that may previously have been assigned and transferred to the MDTA shall thereupon be assigned and transferred without recourse by the MDTA to the Successor Concessionaire.

(c) During the period from and after the date of termination of this Lease and Concessionaire Agreement to the execution and delivery of a New Lease and Concession Agreement, MDTA shall obtain the consent of such Collateral Assignee prior to terminating or making any amendment to any Occupancy Lease.

(d) Nothing contained in this Appendix 3, Section 2.6 shall be deemed to limit or affect MDTA's interest in and to the Leased Premises upon the expiration of the Term of the New Lease and Concession Agreement. The provisions of this Appendix 3, Section 2.6 shall survive the termination of this Lease and Concession Agreement and shall continue in full force and effect thereafter to the same extent as if this Appendix 3, Section 2.6 were a separate and independent contract made by MDTA, Concessionaire and the Collateral Assignee and, if the Collateral Assignee satisfies the conditions to a New Lease and Concession Agreement from the effective date of such termination of this Lease and Concession Agreement to the date of

execution and delivery of the New Lease and Concession Agreement, the Collateral Assignee may operate the concession created by this Lease and Concession Agreement without hindrance by MDTA, but only on and subject to the terms and provisions of this Lease and Concession Agreement.

Section 2.7 Recognition by MDTA of Collateral Assignee

If there is more than one Collateral Assignee, only that Collateral Assignee, to the exclusion of all other Collateral Assignees, whose notice was earliest received by MDTA pursuant to the Collateral Assignee Notice Requirements, shall have the rights as a Collateral Assignee under this Appendix 3, Article II, unless such Collateral Assignee has designated in writing another Collateral Assignee to exercise such rights.

Section 2.8 MDTA's Right to Purchase Indebtedness Secured by Collateral Assignment

(a) If any default by Concessionaire has occurred under a Collateral Assignment, or any act, condition or event has occurred which would permit a Collateral Assignee to declare all or part of the Indebtedness secured by a Collateral Assignment to be immediately due and payable, then MDTA shall have ninety (90) days after the date on which the Collateral Assignee shall serve notice upon MDTA in writing ("Collateral Assignee's Notice") that such Collateral Assignee intends to commence proceedings to exercise its rights or remedies under the Collateral Assignment stating the calculation of the purchase price pursuant to Appendix 3, Section 2.8(c), during which ninety (90) day period MDTA shall have the right and option (the "MDTA's Option") to purchase from the Collateral Assignee the Indebtedness secured by the Collateral Assignment, upon the terms and subject to the conditions contained in this Appendix 3, Section 2.8.

(b) MDTA's Option shall be exercised by notice served upon Concessionaire and Collateral Assignee within such ninety (90) day period. Time shall be of the essence as to the exercise of MDTA's Option. If MDTA's Option is duly and timely exercised, MDTA shall purchase on the date which is ninety (90) days after the date on which a Collateral Assignee's Notice is served upon MDTA. The closing shall take place at a mutually convenient time and place.

(c) The purchase price payable by MDTA shall be equal to the aggregate amounts secured by such Collateral Assignment or incurred with respect to the related Indebtedness (including principal, interest, fees, premiums, breakage, and other costs and expenses, which includes attorneys' fees, swap or any other derivatives, termination, prepayment and similar fees and expenses and taxes incurred by the holder of Indebtedness secured by a Collateral Assignment or transfer fees imposed by any Governmental Authority, each as supported by reasonably satisfactory documentation, and any other amounts secured thereby) as of the closing date of the purchase. The purchase price shall be paid in full in cash at closing by wire transfer or other immediately available funds to an account or accounts designated by the Collateral Assignee. The purchase price shall be paid by MDTA to the Collateral Assignee, to be applied by the Collateral Assignee to the Indebtedness secured by the Collateral Assignment owed to

such Collateral Assignee, subject to the priorities of the security interests created by such Collateral Assignment.

(d) At the closing and upon payment in full of the purchase price the Collateral Assignee shall assign its Collateral Assignment to MDTA, without recourse, representations, covenants or warranties of any kind.

(e) MDTA shall have the right to receive all notices of default under any Collateral Assignment, but MDTA shall not have the right to cure any default under any Collateral Assignment except to the extent provided in this Appendix 3, Section 2.8.

Section 2.9 Consent Rights of Collateral Assignee

(a) The provisions of this Lease and Concession Agreement that provide for the consent, approval, joinder or other right of any Collateral Assignee shall apply only to and for the benefit of a Collateral Assignee whose Collateral Assignment provides for the right of the Collateral Assignee to have such consent, approval, joinder, or other right and shall not create or grant additional rights.

(b) To the extent the terms and provisions of any Collateral Assignment require or provide for the consent, approval, joinder, or other right of the Collateral Assignee as a condition to any consent, approval, joinder, or other action taken by or on behalf of MDTA, other than those matters already expressly provided for in this Lease and Concession Agreement, such provisions shall not be binding upon MDTA unless and until MDTA enters into a written instrument to that effect.

Section 2.10 Concessionaire's Compliance with Collateral Assignments

(a) The Concessionaire covenants:

- (i) Not to make any payments due under any Collateral Assignment more than one (1) month in advance of the due dates therefore;
- (ii) To notify MDTA immediately of the receipt by the Concessionaire of any notice of default under any Collateral Assignment and to furnish to MDTA a copy of such notice of default or any other Notice received by Concessionaire;
- (iii) To furnish to the MDTA promptly following the execution thereof true copies of any Collateral Assignment and all amendments, modifications, consolidations, replacements, assignments, extensions or renewals thereof; and
- (iv) Upon MDTA's request, to promptly furnish evidence reasonably satisfactory to the MDTA that the Concessionaire has complied with its covenants hereunder with respect to a Collateral Assignment.

(b) The Concessionaire shall defend, indemnify and hold harmless the State Parties from and against any and all loss, cost, claim, damage, liability, or expenses incurred by any of them in connection with any claim brought against the State Parties with respect to a Collateral Assignment (including, but not limited to, the reasonable fees of attorneys, investigators and experts).

Section 2.11 Required Notice of Collateral Assignee

Notwithstanding anything in this Lease and Concession Agreement to the contrary, any rights under this Lease and Concession Agreement with respect to a Collateral Assignment shall not apply unless the Collateral Assignment or a memorandum thereof is recorded among the Land Records; and any communication with a Collateral Assignee shall be made only to the Persons that Concessionaire designates as Notice Persons.

Section 2.12 Sale, Assignment or Transfer

In the event of a sale, 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, but such covenants and obligations shall be binding upon the purchaser or assignee or transferee of the MDTA, from and after the effective date of the transfer. MDTA shall be entitled to sell, transfer, mortgage, pledge, hypothecate, or otherwise encumber all or any interest in the Fee Estate.

Section 2.13 Estoppel Certificates

MDTA shall execute, acknowledge and deliver to Concessionaire, promptly upon request but not more often than one time in a year, its certificate certifying to the best of its knowledge:

(a) that this Lease and Concession Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Lease and Concession Agreement is in full force and effect, as modified, and stating the modifications);

(b) whether there are then existing any charges or compensation claims against, or defenses against the enforcement by, Concessionaire of any agreement, covenant or condition hereof on the part of MDTA to be performed or observed (and, if so, specifying the same); and

(c) whether there are then existing any defaults by Concessionaire in the performance or observance by Concessionaire of any agreement, covenant or condition hereof on the part of Concessionaire to be performed or observed and whether any notice has been given to Concessionaire of any default which has not been cured (and, if so, specifying the same).