

LEASE PARCEL COORDINATE TABLE		
POINT	NORTHING	EASTING
4	709564.5080	1590550.5657
5	709613.3690	1590518.6597
6	709758.7884	1590709.1160
7	709856.8663	1590838.5479
8	709995.5468	1591022.1542
9	710285.5119	1591459.4310
10	710518.0992	1591934.7279
11	710709.3670	1592333.6287
12	710676.2752	1592350.2271
13	710829.1612	1592682.7959
30	711039.5744	1593188.8337
31	710811.3845	1593354.3224
32	710675.7337	1593248.2009
33	710377.8957	1592906.5222
19	710327.8346	1592933.8909
20	710234.5520	1592790.9384
21	710200.1545	1592809.7814
22	710097.7545	1592695.7834
23	709145.6282	1590874.1444
24	709106.4476	1590734.2573
25	709139.0009	1590721.1552
26	709027.3449	1590394.5222
29	709041.8924	1590390.8224
28	709152.9243	1590715.5732

LEASE PARCEL COURSE TABLE				
COURSE	BEARING	DISTANCE	RADIUS	ARC
1	N33°08'40"W	58.36		
2	N52°38'14"E	239.63		
3	N52°50'49"E	162.39		
4	N52°58'08"E	230.10		
5	N56°27'04"E	524.68	R=3169.04	A=525.28
6	N63°55'30"E	529.15	R=17301.81	A=529.17
7	N64°22'58"E	442.39	R=12418.11	A=442.41
8	S26°38'16"E	37.02		
9	N65°18'40"E	366.03		
10	N67°25'20"E	548.04		
11	S35°57'02"E	281.88		
12	S38°02'12"W	172.23		
13	S48°55'18"W	453.27		
14	S28°42'50"E	56.97		
15	S56°50'45"W	170.75		
16	S28°42'50"E	39.22		
17	S48°04'04"W	153.24		
18	S62°24'18"W	2055.46	R=3953.80	A=2079.34
19	S74°21'11"W	145.27		
20	N21°55'26"W	35.09		
21	S71°07'39"W	345.19	R=4030.26	A=345.30
22	N14°16'09"W	15.01		
23	N71°07'28"E	343.21	R=4015.26	A=343.31
24	N21°50'47"W	443.43		

GENERAL NOTES

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

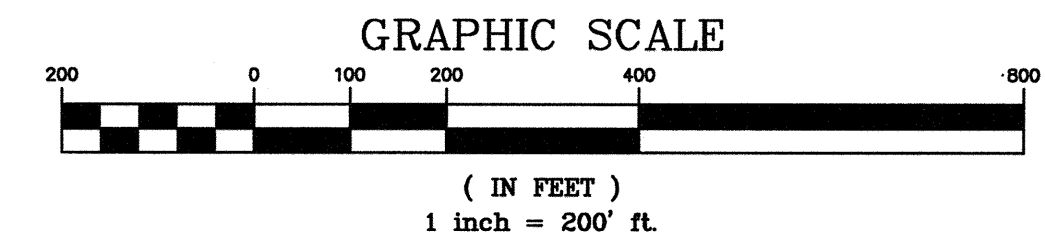
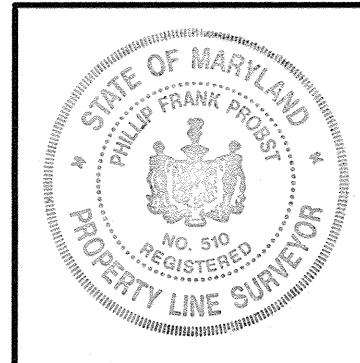


EXHIBIT B

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

SCALE 1" = 200'



I, PHILIP F. PROBST, HEREBY CERTIFY THAT I AM A REGISTERED PROPERTY LINE SURVEYOR, LICENSED IN THE STATE OF MARYLAND. THIS LEASE EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.
Phillip F. Probst 1/18/2012
DATE

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

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

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

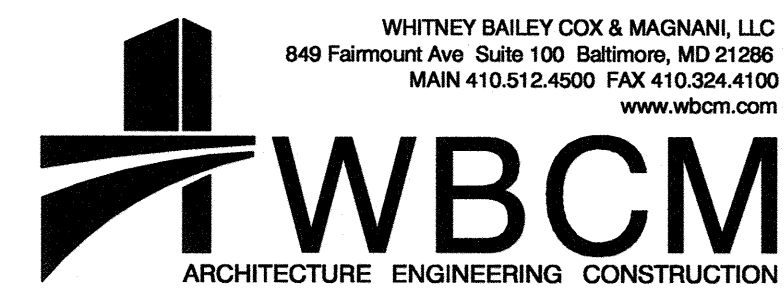


Exhibit "B"
Description of Chesapeake House Travel Plaza Lease Parcel
Interstate Route 95 - Cecil County, Maryland

BEGINNING for the same at a point located 80.38 feet right of station 339+37.11 on the Baseline of Right of Way – Northeast Expressway (Southbound Lanes) as laid out and shown on Maryland State Highway Administration State Roads Commission Plat No. 44908;

THENCE leaving said point of beginning and running through the property of the State of Maryland, being the Right of Way of the Northeast Expressway (John F. Kennedy Highway – Interstate Route 95) as shown on said Plat No. 44908, and on Maryland State Highway Administration State Roads Commission Plat No 44909, to describe a parcel of land to be leased for the development and operation of travel plaza facilities, referring all courses of this description to the meridian of the Maryland State Plane Coordinate System as shown on Maryland Transportation Authority Drawings entitled "Chesapeake House Travel Center" prepared by AB Consultants, Inc., dated December 17, 2009, the twenty-four (24) following courses and distances, viz;

- 1) North 33 Degrees 08 Minutes 40 Seconds West for 58.36 feet, thence
- 2) North 52 Degrees 38 Minutes 14 Seconds East for 239.63 feet, thence
- 3) North 52 Degrees 50 Minutes 49 Seconds East for 162.39 feet, thence
- 4) North 52 Degrees 56 Minutes 08 Seconds East for 230.10 feet, thence
- 5) Northeasterly along a curve to the Right having a radius of 3169.04 for an arc length of 525.28 feet, said curve having a chord bearing of North 56 Degrees 27 Minutes 04 Seconds East for 524.68 feet, thence
- 6) Northeasterly along a curve to the Right having a radius of 17301.81 feet for an arc length of 529.17 feet, said curve having a chord bearing of North 63 Degrees 55 Minutes 30 Seconds East for 529.15 feet, thence
- 7) Northeasterly along a curve to the Right having a radius of 12418.11 feet for an arc length of 442.41 feet, said curve having a chord bearing of North 64 Degrees 22 Minutes 58 Seconds East for 442.39 feet, thence
- 8) South 26 Degrees 38 Minutes 16 Seconds East for 37.02 feet, thence
- 9) North 65 Degrees 18 Minutes 40 Seconds East for 366.03 feet, thence
- 10) North 67 Degrees 25 Minutes 20 Seconds East for 548.04 feet, thence
- 11) South 35 Degrees 57 Minutes 02 Seconds East for 281.88 feet, thence
- 12) South 38 Degrees 02 Minutes 12 Seconds West for 172.23 feet, thence
- 13) South 48 Degrees 55 Minutes 18 Seconds West for 453.27 feet, thence
- 14) South 28 Degrees 42 Minutes 50 Seconds East for 56.97 feet, thence
- 15) South 56 Degrees 50 Minutes 45 Seconds West for 170.75 feet, thence
- 16) South 28 Degrees 42 Minutes 50 Seconds East for 39.22 feet, thence

Exhibit B

17) South 48 Degrees 04 Minutes 04 Seconds West for 153.24 feet, thence

18) Southwesterly along a curve to the Right having a radius of 3953.80 feet for an arc length of 2079.34 feet, said curve having a chord bearing of South 62 Degrees 24 Minutes 18 Seconds West for 2055.46 feet, thence

19) South 74 Degrees 21 Minutes 11 Seconds West for 145.27 feet, thence

20) North 21 Degrees 55 Minutes 26 Seconds West for 35.09 feet, thence

21) Southwesterly along a curve to the Right having a radius of 4030.26 feet an arc length of 345.30 feet, said curve having a chord bearing of South 71 Degrees 07 Minutes 39 Seconds West for 345.19 feet, thence

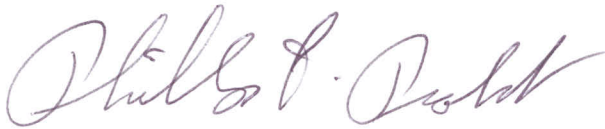
22) North 14 Degrees 16 Minutes 09 Seconds West for 15.01 feet, thence

23) Northeasterly along a curve to the Left having a radius of 4015.26 feet for an arc length of 343.31 feet, said curve having a chord bearing of North 71 Degrees 07 Minutes 28 Seconds East for 343.21 feet, thence

24) North 21 Degrees 50 Minutes 47 Seconds West for 443.43 feet,

to the Point of Beginning,

CONTAINING an Area of 2,128,248 Square Feet or 48.858 Acres of land, more or less.

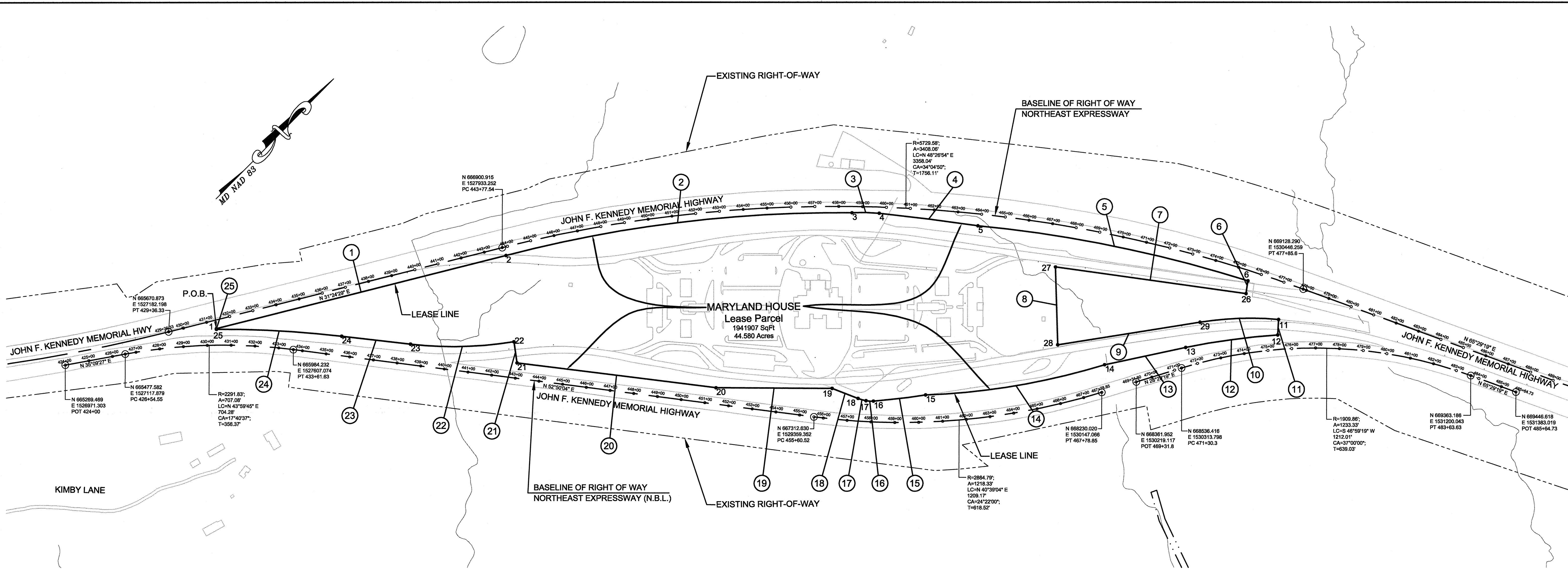


Prepared by: Phillip F. Probst,
Maryland Property Lines Surveyor Lic.No.510,
Expiration/Renewal Date 02/04/2013

1/18/2012

Date





LEASE PARCEL COORDINATE TABLE		
POINT	NORTHING	EASTING
1	665820.2892	1527315.3057
2	666888.7575	1527967.7151
3	668030.9828	1528875.1073
4	668109.7206	1528958.1785
5	668361.8370	1529289.2757
6	668990.5895	1530257.0078
7	668947.0119	1530288.5012
8	668467.2391	1529642.0939
9	668242.4199	1529876.8332
10	668726.8642	1530234.9034
11	668965.6283	1530461.5294
12	668917.1750	1530504.3175
13	668909.7850	1530266.0034
14	668320.3845	1530074.7074
15	667705.3098	1529628.1034
16	667534.1200	1529490.6995
17	667513.4560	1529467.2680
18	667497.0219	1529436.8646
19	667450.7112	1529330.0397
20	667111.8920	1528981.9420
21	666801.6193	1528315.3714
22	666655.5735	1528244.1891
23	666344.5551	1527941.5515
24	666166.1315	1527712.5604
25	665818.5785	1527317.5948

LEASE PARCEL COURSE TABLE				
COURSE	BEARING	DISTANCE	RADIUS	ARC
1	N31°24'30"E	1251.90		
2	N38°27'50"E	1458.78	R=5559.01	A=1463.00
3	N46°32'03"E	114.46	R=874.16	A=114.54
4	N52°42'44"E	416.16	R=14049.18	A=416.17
5	N56°59'15"E	1154.05	R=5604.27	A=1156.10
6	S35°51'20"W	53.77		
7	S53°25'00"W	805.00		
8	S46°14'12"E	325.03		
9	N36°28'10"E	602.41		
10	N43°30'22"E	329.19	R=1343.62	A=330.02
11	S41°26'49"E	64.64		
12	S37°47'09"W	388.95	R=2968.67	A=389.23
13	S33°27'48"W	346.93		
14	S35°59'03"W	760.10	R=2872.08	A=762.33
15	S38°45'07"W	219.51	R=2793.87	A=219.57
16	S48°35'29"W	31.24	R=121.77	A=31.33
17	S61°36'26"W	34.56	R=168.78	A=34.62
18	S66°33'44"W	116.43	R=27131.45	A=116.43
19	S45°45'25"W	485.91		
20	S52°34'34"W	839.34		
21	N52°50'20"W	89.32	R=1587.12	A=435.32
22	S44°13'03"W	433.96		
23	S52°04'31"W	290.30		
24	S48°39'13"W	526.11	R=4407.48	A=526.42
25	N53°13'42"W	2.86		

GENERAL NOTES

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- PROPOSED PARCEL LINES SHOWN HEREON ARE SUBJECT TO REVISION PENDING REVIEW BY THE CLIENT AND RELEVANT REVIEWING AGENCIES.
- COORDINATES AND DIRECTIONS SHOWN HEREON ARE REFERRED TO THE MARYLAND STATE PLANE COORDINATE SYSTEM AS SHOWN ON DRAWINGS OF THE EXISTING TRAVEL CENTER LEASE PARCELS PREPARED BY AB CONSULTANTS, INC. FOR THE MARYLAND TRANSPORTATION AUTHORITY, DATED 12/17/2009.
- THIS EXHIBIT WAS PREPARED WITHOUT REFERENCE TO A TITLE REPORT.
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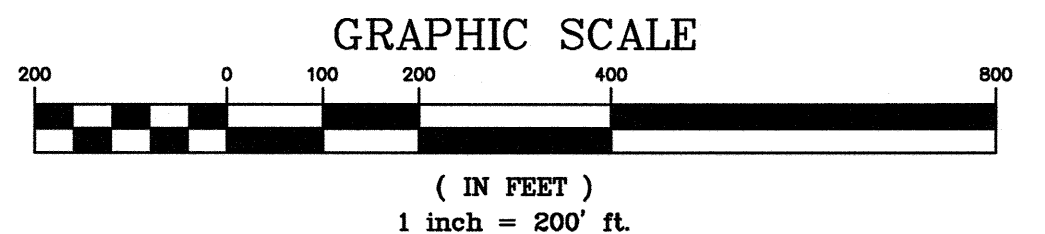
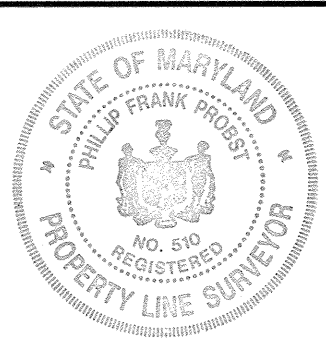


EXHIBIT B

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

SCALE 1" = 200'



I, PHILLIP F. PROBST, HEREBY CERTIFY THAT I AM A REGISTERED PROPERTY LINE SURVEYOR, LICENSED IN THE STATE OF MARYLAND. THIS LEASE EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.
Phillip F. Probst 1/18/2012
 DATE

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

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

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



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

Exhibit "B"
Description of Maryland House Travel Plaza Lease Parcel
Interstate Route 95 - Harford County, Maryland

BEGINNING for the same at a point located 35.74 feet right of station 431+33.22 on the Baseline of Right of Way – Northeast Expressway as laid out and shown on Maryland State Highway Administration State Roads Commission Plats No. 45737 and 45249;

THENCE leaving said point of beginning and running through the property of the State of Maryland, being the Right of Way of the Northeast Expressway (John F. Kennedy Highway – Interstate Route 95) as shown on said Plats No. 45737 and 45249, and on Maryland State Highway Administration State Roads Commission Plats No. 45738 and 45250, to describe a parcel of land to be leased for the development and operation of travel plaza facilities, referring all courses of this description to the meridian of the Maryland State Plane Coordinate System as shown on Maryland Transportation Authority Drawings entitled "Maryland House Travel Center" prepared by AB Consultants, Inc., dated December 17, 2009, the twenty-five (25) following courses and distances, viz;

- 1) North 31 Degrees 24 Minutes 30 Seconds East 1251.90 feet, thence
- 2) Northeasterly along a curve to the Right having a radius of 5559.01 feet for an arc length of 1463.00 feet, said curve having a chord bearing of North 38 Degrees 27 Minutes 50 Seconds East 1458.78 feet, thence
- 3) Northeasterly along a curve to the Right having a radius of 874.16 feet for an arc length of 114.54 feet, said curve having a chord bearing of North 46 Degrees 32 Minutes 03 Seconds East 114.46 feet, thence
- 4) Northeasterly along a curve to the Right having a radius of 14049.18 feet for an arc length of 416.17 feet, said curve having a chord bearing of North 52 Degrees 42 Minutes 44 Seconds East 416.16 feet, thence
- 5) Northeasterly along a curve to the Right having a radius of 5604.27 feet for an arc length of 1156.10 feet, said curve having a chord bearing of North 56 Degrees 59 Minutes 15 Seconds East 1154.05 feet, thence
- 6) South 35 Degrees 51 Minutes 20 Seconds East 53.77 feet, thence
- 7) South 53 Degrees 25 Minutes 00 Seconds West 805.00 feet, thence
- 8) South 46 Degrees 14 Minutes 12 Seconds East 325.03 feet, thence
- 9) North 36 Degrees 28 Minutes 10 Seconds East 602.41 feet, thence
- 10) Northeasterly along a curve to the Right having a radius of 1343.62 feet for an arc length of 330.02 feet, said curve having a chord bearing of North 43 Degrees 30 Minutes 22 Seconds East 329.19 feet, thence
- 11) South 41 Degrees 26 Minutes 49 Seconds East 64.64 feet, thence
- 12) Southwesterly along a curve to the Left having a radius of 2968.67 for an arc length of 389.23 feet, said curve having a chord bearing of South 37 Degrees 47 Minutes 09 Seconds West 388.95 feet, thence
- 13) South 33 Degrees 27 Minutes 48 Seconds West 346.93 feet, thence

Exhibit B

14) Southwesterly along a curve to the Right having a radius of 2872.08 feet for an arc length of 762.33 feet, said curve having a chord bearing of South 35 Degrees 59 Minutes 03 Seconds West 760.10 feet, thence

15) Southwesterly along a curve to the Right having a radius of 2793.87 feet for an arc length of 219.57 feet, said curve having a chord bearing of South 38 Degrees 45 Minutes 07 Seconds West 219.51 feet, thence

16) Southwesterly along a curve to the Right having a radius of 121.77 feet for an arc length of 31.33 feet, said curve having a chord bearing of South 48 Degrees 35 Minutes 29 Seconds West 31.24 feet, thence

17) Southwesterly along a curve to the Right having a radius of 168.78 feet for an arc length of 34.62 feet, said curve having a chord bearing of South 61 Degrees 36 Minutes 26 Seconds West 34.56 feet, thence

18) Southwesterly along a curve to the Right having a radius of 27131.45 feet for an arc length of 116.43 feet, said curve having a chord bearing of South 66 Degrees 33 Minutes 44 Seconds West 116.43 feet, thence

19) South 45 Degrees 45 Minutes 25 Seconds West 485.91 feet, thence

20) South 52 Degrees 34 Minutes 34 Seconds West 839.34 feet, thence

21) North 52 Degrees 50 Minutes 20 Seconds West 89.32 feet, thence

22) Southwesterly along a curve to the Right having a radius of 1587.12 feet for an arc length of 435.32 feet, said curve having a chord bearing of South 44 Degrees 13 Minutes 03 Seconds West 433.96 feet, thence

23) South 52 Degrees 04 Minutes 31 Seconds West 290.30 feet, thence

24) Southwesterly along a curve to the Left having a radius of 4407.48 feet for an arc length of 526.42 feet, said curve having a chord bearing of South 48 Degrees 39 Minutes 13 Seconds West 526.11 feet, thence

25) North 53 Degrees 13 Minutes 42 Seconds West 2.86 feet,

to the Point of Beginning,

CONTAINING an Area of 1,941,907 Square Feet or 44.580 Acres of land, more or less.



Prepared by: Phillip F. Probst,
Maryland Property Lines Surveyor Lic.No.510,
Expiration/Renewal Date 02/04/2013

1/18/2012

Date



Exhibit C-1

I-95 Travel Plazas Lease and Concession Agreement

CONSTRUCTION PAYMENT BOND

Principal *Business Address of Principal*

Surety

Obligee

a corporation of the State of _____
and authorized to do business in the State of
Maryland

STATE OF MARYLAND

By and through the following Administration
Maryland Transportation Authority

OR
an individual surety qualified in accordance with
State Finance and Procurement Article, § 13-207
or 17-104, Annotated Code of Maryland

Penal Sum of Bond (express in words and figures)

Date of Contract

()

_____, 20__

Description of Contract

Date Bond Executed

Contract Number: 60833436R

_____, 20__

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal,

for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the “Contract”.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been in full pay, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness

Individual Principal

(Name)

_____ as to _____ (SEAL)

In Presence of:
Witness

Co-Partnership Principal

_____ (SEAL)

(Name of Co-Partnership)

_____ as to By: _____ (SEAL)

_____ as to _____ (SEAL)

_____ as to _____ (SEAL)

Attest:

Corporate Principal

Corporate Secretary

(Name of Corporation)

By: _____
President

AFFIX
CORPORATE
SEAL

SURETY

Name of Surety: _____

Business Address: _____

Attest:

_____ By: _____ **AFFIX
CORPORATE
SEAL**
Signature
Title: _____

Bonding Agent's Name _____

Agent's Address _____

Approved as to form and legal
sufficiency this _____ day of

_____, 20____

Assistant Attorney General

Exhibit C-2

I-95 Travel Plazas Lease and Concession Agreement

CONSTRUCTION PERFORMANCE BOND

<i>Principal</i>	<i>Business Address of Principal</i>

Surety

Obligee

a corporation of the State of _____
and authorized to do business in the State of
Maryland

STATE OF MARYLAND
By and through the following Administration
Maryland Transportation Authority

OR
an individual surety qualified in accordance with
State Finance and Procurement Article, § 13-207
or 17-104, Annotated Code of Maryland

Penal Sum of Bond (express in words and figures)

Date of Contract

(\$ _____)

_____, 20____

Description of Contract

Date Bond Executed

Contract Number: 60833436R

_____, 20____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or

actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as the “Contract”.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within fifteen (15) days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness

Individual Principal

(Name)

_____ as to _____ (SEAL)

In Presence of:
Witness

Co-Partnership Principal

_____ (SEAL)

(Name of Co-Partnership)

_____ as to By: _____ (SEAL)

_____ as to _____ (SEAL)

_____ as to _____ (SEAL)

Attest:

Corporate Principal

Corporate Secretary

(Name of Corporation)

By: _____
President

AFFIX
CORPORATE
SEAL

SURETY

Name of Surety: _____

Business Address: _____

Attest:

Signature

By: _____

Title: _____

AFFIX
CORPORATE
SEAL

Bonding Agent's Name _____

Agent's Address _____

Approved as to form and legal
sufficiency this _____ day of

_____, 20__

Assistant Attorney General

Exhibit D - Concessionaire's Payment Schedule

MDTA Rent Table: Primary Facilities at Maryland and Chesapeake House Travel Plazas

Sales ¹	Min Sales/Lease Year	Max Sales/Lease Year	%
TIER 1	\$ -	\$ 45,000,000	10%
TIER 2	\$ 45,000,001	\$ 52,000,000	11%
TIER 3	\$ 52,000,001	\$ 59,000,000	12%
TIER 4	\$ 59,000,001	\$ 66,000,000	13%
TIER 5	\$ 66,000,001	\$ 75,000,000	14%
TIER 6	\$ 75,000,001	Unlimited	15%

Notes:

1. If the sales decrease to a different tier, then the revenue payment will be equivalent to its appropriate tier rate
2. Once sales reach a particular tier level, revenue payments will be made in the percentage identified for that tier on all sales

MDTA Rent Table: C-Store & Fuel

Interim Period Rent: Sunoco shall provide a guaranteed flat rent, prorated for partial months, for 24 consecutive months after the first partial month. The monthly rent for each plaza is calculated by taking the last 12 months sales figures – September 2010 through August 2011 – and applying the proposed rents below:

Maryland House:	\$73,540/mo	or	\$882,480/yr
Chesapeake House:	\$32,730/mo	or	\$392,760/yr

MDTA Rent Table: Maryland House

Gasoline	Min Gallons/Lease Year	Max Gallons / Lease Year	Rate
TIER 1	-	15,000,000	7.00
TIER 2	15,000,001	17,000,000	8.00
TIER 3	17,000,001	19,000,000	9.00
TIER 4	19,000,001	21,000,000	10.00
TIER 5	21,000,001	Unlimited	11.00

MDTA Rent Table: Chesapeake House

Gasoline	Min Gallons/Lease Year	Max Gallons / Lease Year	Rate
TIER 1	-	8,500,000	5.00
TIER 2	8,500,001	10,500,000	6.00
TIER 3	10,500,001	12,500,000	7.00
TIER 4	12,500,001	14,500,000	8.00
TIER 5	14,500,001	Unlimited	9.00

Diesel	Min Gallons/Lease Year	Max Gallons / Lease Year	Rate
TIER 1	-	7,000,000	7.00
TIER 2	7,000,001	8,000,000	8.00
TIER 3	8,000,001	9,000,000	9.00
TIER 4	9,000,001	10,000,000	10.00
TIER 5	10,000,001	Unlimited	11.00

Diesel	Min Gallons/Lease Year	Max Gallons / Lease Year	Rate
TIER 1	-	6,000,000	5.00
TIER 2	6,000,001	7,000,000	6.00
TIER 3	7,000,001	8,000,000	7.00
TIER 4	8,000,001	9,000,000	8.00
TIER 5	9,000,001	Unlimited	9.00

C-Store & Fresh Food	Min Sales/Lease Year	Max Sales/Lease Year	Store %	Cigarette %
TIER 1	\$ -	\$ 6,000,000	9.0%	2.0%
TIER 2	\$ 6,000,001	\$ 7,000,000	9.5%	2.0%
TIER 3	\$ 7,000,001	\$ 8,000,000	10.0%	2.0%
TIER 4	\$ 8,000,001	\$ 9,000,000	10.5%	2.0%
TIER 5	\$ 9,000,001	Unlimited	11.0%	2.0%

C-Store & Fresh Food	Min Sales/Lease Year	Max Sales/Lease Year	Store %	Cigarette %
TIER 1	\$ -	\$ 5,000,000	9.0%	2.0%
TIER 2	\$ 5,000,001	\$ 6,000,000	9.5%	2.0%
TIER 3	\$ 6,000,001	\$ 7,000,000	10.0%	2.0%
TIER 4	\$ 7,000,001	\$ 8,000,000	10.5%	2.0%
TIER 5	\$ 8,000,001	Unlimited	11.0%	2.0%

Notes:

- 1.- If Fuel Stations are operated by Sunoco, then the gallons per Lease Year will be based on gallons sold. If the Fuel Stations are operated by a Franchisee, then the gallons per Lease Year will be based on gallons delivered by Sunoco to Franchisee per Lease Year.
2. Tiers 2-5 represent incremental rent paid within denoted tier
3. Fuel rates are shown as cents per gallon

In addition to all Revenue Payments proposed by Areas USA MDTP, LLC, Areas USA MDTP, LLC shall pay to the Maryland Transportation Authority, within one (1) year after executing the Lease and Concession Agreement, an additional onetime payment of **Three Million Dollars (\$3,000,000.00)**.

Concessionaire’s Payment Example Calculation

Maryland and Chesapeake House Travel Plazas - Summary of monthly rents to be paid in hypothetical year “X”

I - Maryland House Sales

Annual Primary Facility Gross Sales	\$ 31,000,000.00
Annual Convenience Store Gross Sales	\$ 5,999,000.00
Annual Gasoline Fuel Sales	17,123,000
Annual Diesel Fuel Sales	7,456,789

II - Chesapeake House Sales

Annual Primary Facility Gross Sales	\$ 24,000,000.00
Annual Convenience Store Gross Sales	\$ 4,180,000.00
Annual Gasoline Fuel Sales	11,120,000
Annual Diesel Fuel Sales	5,350,000

III - Primary Facility Annual Rent Calculation

Maryland Primary Facility Sales	\$ 31,000,000.00
Chesapeake Primary Facility Sales	<u>\$ 24,000,000.00</u>
Total Sales	\$ 55,000,000.00
• \$ 55,000,000.00 @ 12%	= <u>\$ 6,600,000.00</u>
Rent Subtotal	\$ 6,600,000.00

IV - Maryland House Fuel Station Rent Calculation

Convenience Store Annual Rent Calculation (say 75% Store; 25% Cigarette)

• \$ 5,999,000.00 Total	
• \$ 4,499,250.00 @ 9%	= \$ 404,932.50
• \$ 1,499,750.00 @ 2%	= <u>\$ 29,995.00</u>
Rent Subtotal	\$ 434,927.50

Gasoline Fuel Sales Annual Rent Calculation

• 15,000,000 gals @ 7.00 cpg	= \$ 1,050,000.00
• 2,000,000 gals @ 8.00 cpg	= \$ 160,000.00
• 123,000 gals @ 9.00 cpg	= <u>\$ 11,070.00</u>
Rent Subtotal	\$ 1,221,070.00

Diesel Fuel Sales Annual Rent Calculation

- 7,000,000 gals @ 7.00 cpg = \$ 490,000.00
- 456,789 gals @ 8.00 cpg = \$ 36,543.12
- Rent Subtotal \$ 526,543.12

V - Chesapeake House Fuel Station Rent Calculation

Convenience Store Annual Rent Calculation (say 75% Store; 25% Cigarette)

- \$ 4,180,000.00 Total
- \$ 3,135,000.00 @ 9% = \$ 282,150.00
- \$ 1,045,000.00 @ 2% = \$ 20,900.00
- Rent Subtotal \$ 303,050.00

Gasoline Fuel Sales Annual Rent Calculation

- 8,500,000 gals @ 5.00 cpg = \$ 425,000.00
- 2,000,000 gals @ 6.00 cpg = \$ 120,000.00
- 620,000 gals @ 7.00 cpg = \$ 43,400.00
- Rent Subtotal \$ 588,400.00

Diesel Fuel Sales Annual Rent Calculation

- 5,350,000 gals @ 5.00 cpg = \$ 267,500.00
- Rent Subtotal \$ 267,500.00

RENT TOTAL \$ 9,941,490.62

Exhibit E

I-95 Travel Plazas Lease and Concession Agreement

PERFORMANCE STANDARDS

PURPOSE AND SCOPE

The purpose of this section is to adopt the Performance Standards and Key Performance Indicators, as may be modified by the Concession with the MDTA consent, as Concessionaire's Performance Standards, which will provide reasonable protection to the public and property, and to establish the standards associated with the operation of a Travel Plazas.

STANDARDS OF OPERATION

Performance Standards. Concessionaire and all approved any approved Subcontractor shall adopt and shall be held accountable for performance standards that are based on the established goals of the Concessionaire as provided herein. Concessionaire shall measure performance standards throughout the Term of the Agreement and implement new goals or performance standards to ensure the Travel Plazas are managed and operated in a first rate manner. Concessionaire and all of its employees, agents, Subcontractors, sublessees, and licensees hereinafter defined for the limited application of interpretation of Exhibit E as Concessionaires Parties.

Performance Measures. Concession Performance Measures include standards for all occupants of the Travel Plaza to adhere to during the Term, including the following subsections, as may be modified from time to time by Concessionaire:

- I. **Safety** The goal of Safety is to provide a safe and secure environment for the guests and employees of the Travel Plazas.
 - i. **Standard.** Concessionaires Parties shall be accountable at all times to provide a safe environment for the Travel Plazas guests. Concessionaire Safety and Security Plan shall be adopted by all Concessionaires Parties who occupy the Travel Plazas to ensure uniform practices and corrective measures. The Travel Plazas shall be monitored and maintained to prevent any interior and exterior debris accumulation and sanitation requirements are maintained. Concessionaires Parties shall complete safety training of all Travel Plaza employees and maintain adequate safety supplies throughout the premises.

- II. **Service.** The goal of Service is to consistently provide outstanding guest service at the Travel Plazas.
 - i. **Standard.** Concessionaires shall measure the Travel Plazas Service daily through Concessionaire's direct feedback program. All guest receipts will provide information regarding how to contact Concessionaire through the dedicated customer service email or 800 number. Concessionaire shall also contract a third party to perform an independent customer survey to measure the service standard through use of real Travelers. Concessionaire shall provide all employees with

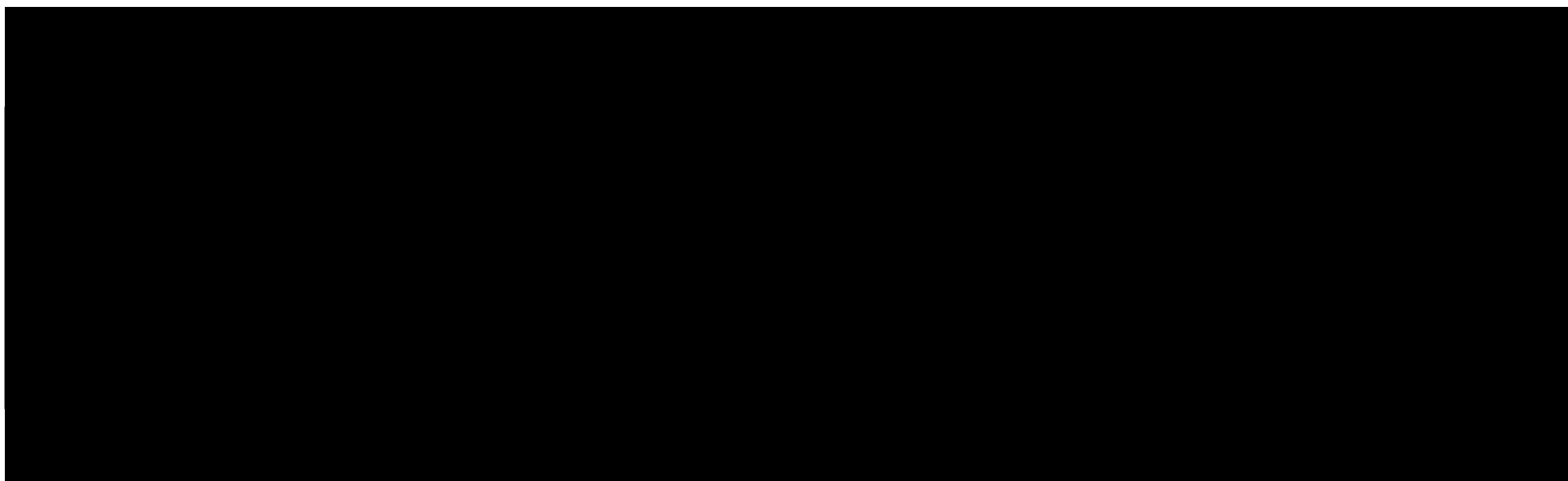
Concessionaire's Customized Guest Program, in addition to yearly and on-going refresher training focused always on improving Guest Service. All guests of the Travel Plaza must be timely greeted, welcomed and assisted during their visit. Concessionaires Parties shall score within the ninety percentile in the annual customer experience surveys. Each year Concessionaire's Parties are expected to score higher than the previous year. Concessionaire shall implement corrective plans to improve the guest experience as necessary.

III. Staff. Concessionaire's goal is to develop and maintain a well-trained and motivated workforce prepared to accomplish success.

i. Standard. Concessionaires Parties employees shall be well trained and motivated. All employees shall be provided training customized by job descriptions and addressing specific challenges within the Travel Plaza. Concessionaire shall evaluate performance of all Concessionaire Parties and provide remedial plans for employees that fail to demonstrate adequate skills. Concessionaire shall coordinate team building activities designed to maintain a motivated team. Concessionaire's WOW award shall be used to acknowledge excellent performance of employees throughout the organization.

IV. Quality of Products and Facility. Concessionaire's goal is to provide quality products and Travel Plazas which meet or exceed applicable franchise or industry standards.

i. Standard. Concessionaire's quality management approach for the Travel Plazas will ensure quality for all products. Concessionaire shall adhere to all franchise standards and perform within the industry standard for related performance audits. Concessionaire will employ reputable producers and distributors to supply the products at the Travel Plazas. All product suppliers shall be audited by Concessionaire yearly to ensure proper control measure are in place along the chain of supply. Concessionaire shall at all times maintain proper inventory to ensure all products are fresh upon use. Concessionaire quality management approach is aimed at creating and maintaining appealing Travel Plazas for guests to experience. From the surrounding landscaping and into the interior, Concessionaire's facility maintenance staff shall inspect and perform maintenance and repair to provide superior quality Travel Plazas.



Convenience Stores & Fueling Facilities Transition

Upon assumption of operations both Fuel and Convenience store facilities at the Maryland House Travel Plaza will be closed to commence redevelopment.

At midnight on the day of the takeover of the Chesapeake House Travel Plaza, Sunoco would immediately close the South Fuel and Convenience store facility (currently branded Sunoco) for six hours to replace the point of sale systems (POS) and complete network connectivity. Closure is expected to be from 12:00 am midnight to 6:00 am. The facility will then re-open for normal working hours staffed by a current relocated Sunoco employees and previously fully trained employees. Upon the re-opening of the facility, Sunoco would complete exterior and interior refurbishing and upgrades during operations to closely match the Sunoco trademark.

Current Exxon facility on the North side of the Chesapeake House Travel Plaza will be rebranded and refurbished to include all the Sunoco brand symbols. This will be accomplished in four (4) full workdays, following the re-opening of the South Sunoco facility. Rebranding work needed for the new Sunoco facility will include:

- POS Systems upgrade.
- ID/Price sign rebranding.
- Highway Motherboard inserts replacement.
- Fuel Canopy rebranding and graphics installation.
- Fuel Dispenser doors and valences replacement with Sunoco graphics.
- Fuel Dispenser pump topper advertising.
- Convenience Store takeover and rebranding needs:
 - Exterior deep cleaning and miscellaneous exterior repairs.
 - Entrance, soffit and signage rebranding.
 - Interior deep cleaning and miscellaneous interior repairs.
 - Interior repainting and refinishing as necessary.
 - New fixtures and equipment as appropriate.

Prior to Thanksgiving of 2012, Sunoco proposes to completely replace all fueling dispensers at the Chesapeake House in order to install new, more efficient dispensing equipment with increased fuel flow rates that is needed to meet the increased customer demand resulting from the overflow of traffic from the closure of Maryland House Travel Plaza. This will be accomplished through partial shut downs of no more than one quarter (1/4) of the overall fueling area and for limited periods of time.

Sunoco understands that the proposed transition plan would be subject to extensive review by the MDTA, and would welcome the opportunity revise as necessary, with the overall goal to minimize inconvenience to our collective customers.

Exhibit G-1

I-95 Travel Plazas Lease and Concession Agreement

CONSTRUCTION BUDGET

DESIGN/ BUILD CAPITAL COST

CHESAPEAKE HOUSE TRAVEL PLAZA

ITEM DESCRIPTION	AMOUNT	AMOUNT
Buildings & Equipment		
Travel Plaza Main Building & equipment	14,466,000	
Fuel Service Station & equipment	4,040,000	
Subtotal Buildings & Equipment		18,506,000
Site Work		
Demolition	449,300	
Site Work Earth Work Land and Hardscaping	2,041,500	
Parking/ Paving and Sidewalks	2,750,400	
Plaza Sign and Lighting	611,500	
Subtotal Site Work		5,852,700
Mandatory Work		
Existing UST Related Removal of Contaminated Soil Clean-up and Removal	798,700	
I-95 Signage	50,000	
Water Tower Paint/Repairs	649,600	
Other Off Site Utilities	312,000	
Subtotal Mandatory Work		1,810,300
TOTAL		26,169,000

DESIGN/ BUILD CAPITAL COST

MARYLAND HOUSE TRAVEL PLAZA

ITEM DESCRIPTION	AMOUNT	AMOUNT
Buildings & Equipment		
Travel Plaza Main Building & equipment	16,324,000	
Fuel Service Station & equipment	4,850,000	
Subtotal Buildings & Equipment		21,174,000
Site Work		
Demolition	460,000	
Site Work Earth Work Land and Hardscaping	2,063,520	
Parking/ Paving and Sidewalks	2,633,500	
Plaza Sign and Lighting	791,900	
Subtotal Site Work		5,948,400
Mandatory Work		
Existing UST Related Removal of Contaminated Soil Clean-up and Removal	917,300	
I-95 Signage	50,300	
Water Tower Paint/Repairs	602,300	
Other Off Site Utilities	1,028,700	
Subtotal Mandatory Work		2,598,600
TOTAL		29,721,000

SUMMARY BREAKDOWN

SUMMARY BREAKDOWN	BREAKDOWN AMOUNT
Chesapeake House	26,169,000
Maryland House	29,721,000
GRAND TOTAL	55,890,000

Exhibit G-2

I-95 Travel Plazas Lease and Concession Agreement

REINVESTMENT BUDGET

Commencing on the date Concessionaire completes the Initial Improvements, Concessionaire shall establish and maintain an Annual Maintenance Escrow Account that is independent of other matters and accounts of the Concessionaire. The Annual Maintenance Escrow Account shall be maintained and not held in a pool of funds of other operations of the Concessionaire, in a financial institution approved by the Maryland State Treasurer wherein the Concessionaire shall deposit monthly, within twenty (20) days after the end of each month after the Concessionaire has completed the Initial Improvements, an amount equal to (i) one percent (1%) of Gross Revenues for the preceding month and (ii) \$0.0075 per gallon of Fuel sold for the preceding month.

The Annual Maintenance Escrow Account shall be used by the Concessionaire throughout the Term of the Lease and Concession Agreement solely for renovating or improving the Sites or Leased Premises, which shall include but not be limited to (i) painting, (ii) new landscaping, (iii) replacement of Equipment and Fixtures, (iv) Reinvestment and (v) any other expenditure that improves the appearance, service or functionality of the Sites. Notwithstanding the foregoing, Concessionaire shall not be allowed to use the funds in the Annual Maintenance Escrow Account for routine monthly operating expenditures.

The Concessionaire's obligations to continue to deposit the funds into the Annual Maintenance Escrow Account shall be suspended at such time as the balance of the account, plus accrued interest, equal at least Ten Million Dollars (\$10,000,000.00), but the Concessionaire's obligation to deposit funds into the Annual Maintenance Escrow Account shall resume the month immediately following the date on which the balance of the Annual Maintenance Escrow Account falls below Ten Million Dollars (\$10,000,000.00). The maximum amount to be maintained in the Annual Maintenance Escrow Account shall be adjusted every five (5) years commencing on September 1, 2017 in accordance with the CPI. In no event will the Concessionaire be entitled to any funds from the Annual Maintenance Escrow Account except as provided above. Concessionaire's obligation to make deposits into the refurbishment trust shall cease twelve (12) months immediately preceding the expiration of the Term of this Agreement.

It is intended that the funds accumulated in this Annual Maintenance Escrow Account shall be spent for the above-stated purposes only by the expiration of the Term of this Lease and Concession Agreement. Any remaining balance at the end of this Lease and Concession Agreement, or the earlier termination thereof, shall be payable to MDTA.

In addition to the Annual Maintenance Escrow Account, Concessionaire, along with the Fuel Provider, shall further reinvest in the Sites in accordance with the following capital upgrade schedule that may include fuel dispenser replacements, restroom upgrades, convenience store interior remodeling, HVAC upgrades, cooler upgrades/improvements:

Capital Upgrade Schedule

<u>Year of Agreement</u>	<u>Concessionaire</u>	<u>Fuel Provider</u>
Year 8		\$1,100,000.00
Year 9		\$850,000.00
Year 10	\$1,500,000.00	
Year 15		\$1,100,000.00
Year 16		\$850,000.00
Year 20	\$2,000,000.00	
Total	\$3,500,000.00	\$3,900,000.00

In the event Concessionaire and its Fuel Provider fail to spend the committed dollars during the corresponding years of the Lease and Concession Agreement set forth in the capital upgrade schedule above, Concessionaire shall pay to MDTA, within thirty (30) days after the end of the applicable year of the Lease and Concession Agreement where Concessionaire and its Fuel Provider were to spend the committed dollars, the difference between the committed dollars set forth in the capital upgrade schedule above and what Concessionaire and its Fuel Provider actually spent on capital upgrades. Notwithstanding the foregoing, Concessionaire may submit a written request to MDTA to delay Concessionaire's and/or its Fuel Provider's requirement to spend the committed capital upgrade dollars. This request must be submitted to the MDTA during a corresponding Lease and Concession Agreement year where Concessionaire and its Fuel Provider are to spend committed dollars for capital upgrades and may be accepted or rejected at MDTA's sole discretion.

Exhibit H

I-95 Travel Plazas Lease and Concession Agreement

OPERATIONS AND MAINTENANCE PLAN

OPERATIONS AND CUSTODIAL PLAN

The Concessionaire shall provide a safe, fully operational and pleasing environment through a comprehensive lifecycle and planned Maintenance Program.

Detailed manuals and logs shall be maintained on site and reviewed daily by Concessionaire's management team to ensure operations are safe and first-rate at all times. All members of Concessionaire's team shall receive training on maintaining a clean facility. Cleaning procedures and Key Performance Indicators are used as a means to monitor the established performance standards.

The Concessionaire system shall begin with the development of work specifications, which determine the cleaning frequency for specific areas. Labor standards are applied to each area and in conjunction with task frequencies, an estimate of the standard hours required to perform the work is developed. The tasks are then segregated into those performed regularly (or nightly) and those done on a periodic basis.

Work shall further be segmented into portions that can be accomplished by a single person and those requiring a team effort. Periodic work is analyzed, taking into consideration the type of cleaning task, specific skills, crew size needed and the frequency of performance, in order to develop the appropriate staffing levels for each task.

The Concessionaire shall continuously monitor public areas and perform light cleaning to prevent soiling and to promote public safety. This cleaning is supplemented by retail food services staff who will perform deep cleaning in the food preparation and dining areas at all times and perform spot cleaning for all areas from 11:00 pm to 07:00 am, seven days per week.

Twice weekly, the cleaners will detail/dust signage, ledges, edges, plants, sills, shelves, furniture tops and other objects. In addition, where appropriate, floors will be burnished to restore floor finishes, touch-up painting will be used to repair damaged or chipped surfaces, and windows will be cleaned inside and out.

The Facilities team shall interface with the Food Service team by sharing duties such as night cleaning and behind the counter cleaning to ensure that Concessionaire's and its franchisor's cleanliness and maintenance standards are met.

The following is a cleaning procedures checklist for areas visible to the public, including dining areas, retail and commercial, and non-public areas, including behind the counters and break rooms:

CLEANING CHECKLIST	MAINTENANCE DATE:	SERVICED BY:
Clean walls, ceiling, partitions, doors, and light switches		
Disinfect all surfaces and fixtures		
Wet mop with a cleaner/disinfectant		
Vacuum entrance mats		
Post "Wet Floor" signs and use fans whenever water is used or present on floor surfaces		
Damp mop to remove spills		
Dust mop all hard surface floors		
Sweep soil from edges and corners		
Remove gum and other sticky soil from floors and surfaces		
Spot-clean glass to remove fingerprints and smudges		
Spot clean furniture surfaces to remove dirt and stains		
Disposing all debris and garbage		
Empty All Trash Receptacles and Replacing Can Liners		
Replace Burned-Out Lights and Reporting Needed Repairs (i.e. Wobbly Table)		
Report Any Indication of Insect or Vermin Infestation, and Any Other Issues		
Detail Hand Sinks		
Clean Impinger Oven		
Clean Ultra Sham		
Clean Oven		
Bleach Cutting Boards		
Clean All Return Air Vents		
Detail Kitchen Coolers and Freezer and Deep Clean Cooler Floors		
Clean All Floor Drains		
Dust All Lights		
Ice Bins - Drain Clean and Sanitize		
Clean All Stainless Steel		
Wash Dust Pans		
Wash Garbage Cans		
Clean Soup Wells		
Clean Baseboard and Walls		
Change Fryers		
Brush Equipment Compressors		
Deep Clean Stove		
Deep Clean Soda Machine		
Deep Clean Grab and Go		

RESTROOM CLEANING PROCEDURES

The Concessionaire shall have cleaners for each, men’s and women’s restroom and clean the restrooms from 07:00 am to 11:00 pm, seven days per week.

During peak seasons these attendants will be available 24 hours a day and during the off peak the Concessionaire shall porters 16 hours a day with the overnight covered by at least one associate. Restrooms shall also receive a semi-weekly “deep cleaning” during off-peak hours to remove any graffiti, stubborn bowl stains, and tile deposits.

Restroom cleaning shall be carried out by shutting down one half of a male or female restroom while leaving the other side available to the public. They will then clean the restroom following the steps below. Once one side is cleaned, then the other side will be cleaned.

All restrooms will be inspected and cleaned at least three times per shift.

Restroom cleaning shall include:

CLEANING CHECKLIST	MAINTENANCE DATE:	SERVICED BY:
Collect all loose trash and dispose of it in restroom waste receptacles. Feminine napkin dispensers are to be emptied and contents disposed of in accordance with OSHA's Blood Borne Pathogens procedures		
Sweep all floors, collect trash and place in restroom waste receptacles		
Collect all receptacle liners, place in trash carts and transport to compactor area		
Waste receptacles shall be rinsed out following each event, exteriors shall be damp wiped. Report any damaged signage		
Toilet seats and urinals shall be washed and disinfected inside and outside. Seats shall be cleaned on both sides and left in a raised position. No rust, incrustation or water rings shall remain		
All stall partitions and stall doors shall be damp wiped. Any graffiti or decals shall be removed during after-hours		
Clean and disinfect wash basins		
Clean and disinfect infant changing stations		
Clean and polish all dispensers and fixtures		
All restroom walls, both interior and exterior shall be spot cleaned		
All mirrors and shelving shall be damp wiped and wiped dry		
Pressure wash floors if concrete; auto scrub if tile		
All toilet paper, hand towel, and soap dispensers shall be serviced and made ready		
All equipment shall be cleaned and made ready. Mops will be cleaned, rinsed, wrung dry and hung up. Mop buckets will be emptied in mop sink and rinsed clean		
Floors shall be scrubbed with approved germicidal cleaner, rinsed and "squeegeed" dry		
Ensure janitorial closets are locked upon completion of work		
Report any problems or damage		

GROUNDS MAINTENANCE PLAN

The following checklist shall be included in inspection lists and where deficiencies are found, they shall be immediately corrected if possible. If it is not possible to correct immediately, action will be taken to ensure safety. The work will be assigned and scheduled to a maintenance technician or a sub-contractor who will then carry out the work.

GROUNDS MAINTENANCE PLAN ELEMENT	PERFORMANCE STANDARD	INSPECTED BY	FREQUENCY
Vehicle pavement	Inspect for cracks, potholes, waste, etc.	Facility Maintenance Manager & Sub-contractor	Quarterly
Pedestrian sidewalks and curbs	Inspect for cracks, potholes, waste, etc.	Facility Maintenance Manager & Sub-contractor	Quarterly
Signs and way-finding systems	No missing signs; sound and secure; free of corrosion, deterioration; free from graffiti and/or vandalism; lighting elements will be kept in proper working order.	Facility Maintenance Manager	Quarterly
Landscaping – hard landscaping elements and site circulation routes;	Meet the detailed specification shown in 17.C. Landscape Maintenance Plan	Facility Maintenance Manager & Landscape sub-contractor	Quarterly
Erosion and sedimentation control and storm water drainage systems	Shall function as intended.	Facility Maintenance Manager	Quarterly
Fencing – perimeter fencing	Sound and free of undue damage and deficiencies and shall function as intended.	Facility Maintenance Manager	Ongoing and quarterly
Furniture and Fixtures – tables, benches, seats, and decorative elements	Sound; securely affixed where appropriate; useable for intended purpose and free of undue damage and deficiencies.	Facility Maintenance Manager	Quarterly
Occupied grounds site	Maintain clean, safe and waste free	Sub-contractor	Daily
Vegetation	Maintain healthy and safe for the public's enjoyment as per 17.C. Landscape Maintenance Plan	Facility Maintenance Manager & Sub-contractor	During growing season bi-weekly
Recycling & Waste Removal	Remove litter, collect trash, and remove any other debris that diminish the cleanliness or appearance of the facility	Facility Maintenance Manager & Sub-contractor	Daily

LANDSCAPE MAINTENANCE APPROACH

The Concessionaire shall provide an enjoyable outdoor environment for guests and an aesthetic amenity for customers and passers-by. Concessionaire shall maintain sight lines on all sides of the site, with low (2 to 3 foot) shrubs and open, limbed-up trees.

The concessionaire shall follow the following landscaping schedule:

MONTH	MAINTENANCE PERFORMANCE STADARDS
JANUARY	Prune any tree branches that interfere with public safety or sight lines. Prune all street trees yearly to encourage strong upward growth. Do not top trees. Mulch mow all turf areas once per month. (Use mulching mower that chops clippings finely and blows mulch down into turf to decompose and feed soil.)
FEBRUARY	If specified in contract, apply granular fertilizer around trees or shrubs in late February. Make application prior to a moderate rainfall so the rain will wash the fertilizer in. Do not fertilize swale plantings. (See "Fertilization" section for recommended products.) Mulch and mow all turf areas once per month. Add new mulch to planters where the mulch depth has been reduced to less than 2inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
MARCH	Mulch mow all turf areas twice per month. Flush out irrigation systems as needed, run and check for proper operation of each valve zone. Test sensors (rain, soil, or weather sensors). Remove and clean WYE filter screens. Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters. Replace irrigation controller program back-up batteries.
APRIL	Mulch mow all turf areas weekly. Fertilize all landscape areas except for swale. The fertilization of shrubs/groundcover areas may be eliminated when the plants reach maturity or completely fill the planters, without space between them. Written authorization from the owner's representative is required before the fertilization may be eliminated from the required work. Add new mulch to planters where the mulch depth has been reduced to less than 2inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
MAY	Mulch mow all turf areas weekly. Submit receipts to owner's authorized representative as proof of fertilizer purchase. Turn on irrigation system, run and visually inspect for proper zone coverage. Set ET-based, weather or soil sensor-based, or seasonal programs to adjust irrigation up in July-August, and down for May-June and September.
JUNE	Mulch mow all turf areas weekly. Prune spring & winter-flowering shrubs as needed to maintain proper shape(natural, touching, not hedged or topiary except where specified by owner). Add new mulch to planters where the mulch depth has been reduced to less than 2inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view. Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt (June-Oct. depending on bulb type).
JULY	Mulch mow all turf areas weekly. Prune vines as needed to keep out of window recesses or if vines are extending above the first story (12 feet above street level). Water green roof as needed for the first two years after installation (until plants are fully established).
AUGUST	Mulch mow all turf areas weekly. Add new mulch to planters where the mulch depth has been reduced to less than 2inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view. Water green roof as needed for the first two years after installation (until plants are fully established).
SEPTEMBER	Mulch mow all turf areas weekly. Prune vines as needed to keep out of window recesses or if vines are extending above the first story (12'). Fertilize all landscape areas except for swale in September or early October. The fertilization of shrubs/groundcover areas may be eliminated when the plants reach maturity or completely fill the planters, without space between them. Written authorization from the owner's representative is required before the fertilization may be eliminated from the required work. Inventory all plant materials. Inventory shall include an exact count of all shrubs and trees, itemized by planter. Replace any dead or missing plants subject to the terms of these specifications. Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt (from June through October, depending on bulb type). Maintain 2 inches of mulch on ground surface over bulbs to insulate from cold and prevent winter weed growth.
OCTOBER	Mulch mow all turf areas twice per month. Have backflow preventer (on irrigation water supply) tested annually by approved plumbing technician. Turn off and prepare irrigation system for winter. Make sure backflow preventer is well-insulated or drained prior to first freeze. Blow out pipes using compressed air in areas where freezing could result in breakage. Drain drip irrigation lines as recommended by manufacturer. Any winter damage to irrigation system due to insufficient winterization shall be the responsibility of the contractor to repair. Add new mulch to planters and swale where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch additions are not required where shrubs or groundcover completely hide the soil surface from view.
NOVEMBER	Mulch mow all turf areas twice per month.
DECEMBER	Mulch mow all turf areas once per month. Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly as needed to remove dead and crossing branches and to encourage spreading and upward growth that fits the available space. Do not top trees. Prune summer and fall-blooming shrubs as needed to maintain proper shape.

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SNOW AND ICE REMOVAL PLAN

Throughout the winter season, the Concessionaire shall monitor the weather in order to prepare for a snow emergency. A snow emergency will be declared when the snow begins to accumulate and remedial action is necessary to prevent hazardous road and sidewalk conditions.

Concessionaire shall:

- Monitor weather through the National Weather Service, local radio stations and web
- Regularly inspect facility sites for ice
- Maintain storm reports including snowfall, temperature, hours worked, equipment and materials used, overtime, etc.
- Routinely check roofs to determine where potential snow slides may require closing and/or restricting of sidewalks
- Monitor roof drains for potential ice build-up

The snow removal process shall initiate by a phone call from the Maintenance Manager to the snow removal subcontractor, followed by any employees who would need to arrive for snow removal. Starting times are determined by the amount of snowfall and predicted weather forecast.

All parking lots, streets, and sidewalks on premises shall be mapped and assigned to an equipment operator or a crew of scoopers.

Snow will be cleared in a prioritized manner:

PRIORITY #1 - Emergency access routes are the first priority.

PRIORITY #2 - Primary pedestrian routes, vehicular drives and parking lots, including snow emergency "No Parking" areas are the second priority.

PRIORITY #3 - Minimal use walks and roads, snow emergency alternate parking lots and other secondary parking lots are the third priority and will be cleared last.

Each priority area shall be cleared in the following manner:

1ST STAGE – SAND AND SALT

When anywhere from 1/4" – 1/2" of snow accumulates, Concessionaire and its subcontractor shall dispatch trucks dispensing sand and salt.

2ND STAGE – FULL SCALE PLOWING

Operations shall be conducted over the designated routes of each site.

3RD STAGE – SAND AGAIN

After plowing operations have been completed, sand/salt trucks shall be assigned sanding routes.

4TH STAGE – STORAGE

Bulk de-icing or salt/sand mixtures stockpiled on site shall be covered and protected from precipitation and runoff with weather-tight materials.

EMERGENCY MAINTENANCE AND REPAIRS PLAN

Facility and Site Maintenance and Repair Plans shall be carried out by qualified staff and qualified specialist sub-contractors in an integrated approach using the resources as shown in the figure below. Each team member shall be supported by a 24/7 Help Desk which works with a Computerized Maintenance Management System (CMMS).



The Central Help Desk is Concessionaire's central point of communication and shall be staffed 24 hours a day, 365 days a year.

The Concessionaire shall use a check list of all elements of the grounds and facilities to ensure the completeness of the inspections. All data shall be recorded and saved in the Computerized Maintenance Management System ("CMMS") for reporting and tracking

purposes.

Concessionaire shall routinely assign trained staff to make general visual inspections of the facilities as a supplement to scheduled preventative maintenance. If any deficiencies are found by cleaners, they shall be reported according to the risk protocol:

1. Unsafe – make the situations safe (i.e. temporary barriers, repair if qualified, etc.); if repair is still needed, document and report immediately to Help Desk.
2. Needing attention soon - document and report to Help Desk.
3. Showing signs that may need attention at some point in the next month – document in check list.

The following shall be the performance standards, inspection assignments, and frequency of each:

I-95 Travel Plazas
 Lease and Concession Agreement
 Exhibit H Operations and Maintenance Plan

MDTA Contract No. 60833436R

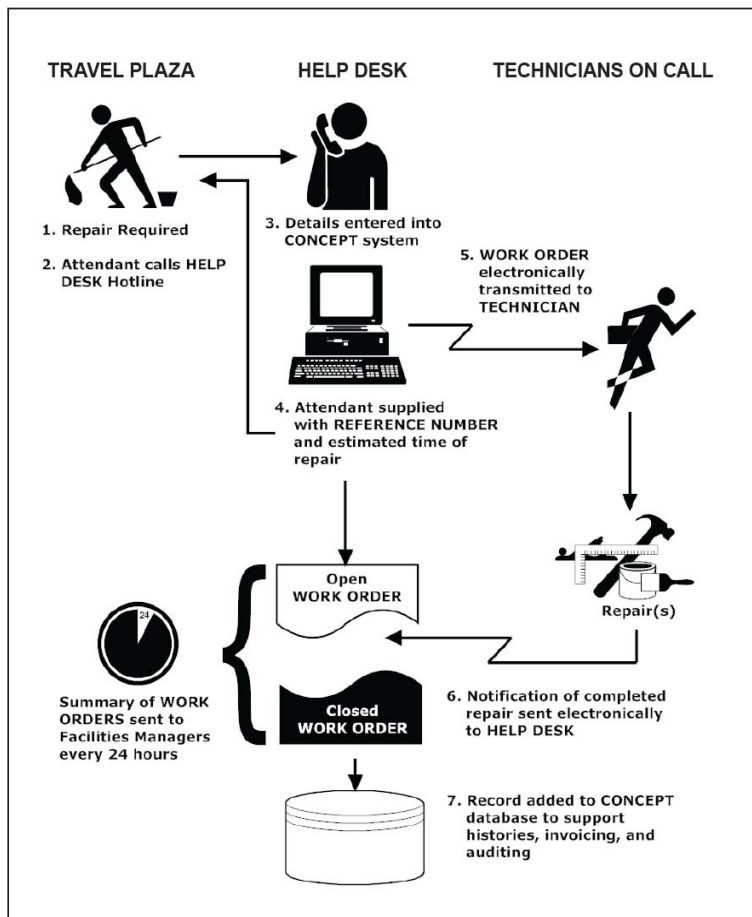
ELEMENT	PERFORMANCE STANDARD	INSPECTED BY	FREQUENCY
External Doors	Sound; secure and weatherproof; easily operated; hardware in operating order	Cleaners Maintenance Tech	Once per 8-hr shift Quarterly
Exterior Walls	No damp penetration; claddings, copings and parapets structurally sound and secure; free from pests	Cleaners Maintenance Tech	Once per shift while picking up waste and litter Quarterly
Foundations	The foundations are structurally sound, no deterioration and efflorescence; free from pests	Maintenance Tech	Quarterly
Roofing	Eaves troughs, and downspouts structurally sound; Roof mechanical systems and air intakes and vents in proper operating condition and free of clogging materials	Maintenance Staff	Quarterly
Windows	Sound; secure and weatherproof; no leakages, easily operated; hardware in operating order	Maintenance Tech	Quarterly
Exterior components of plumbing & utility meters	Sound, secure, working order	Maintenance Tech	Monthly
Ceilings	Firmly attached and secure; free of cracks, deflection, water damages and other deficiencies; Clean finishes	All site staff Maintenance Tech Cleaners	Ongoing Annual Semi-Annual
Internal doors	Sound; secure; easily operated; hardware in operating order; Clean finishes	All site Staff Maintenance Tech Cleaning Staff	Ongoing Semi-annual Ongoing
Interior floors	Free of trip and slip hazards, no excess deflection or uplift; finishes free from undue damage and surface degradation; Clean finishes	All site Staff Maintenance Tech Cleaning Staff	Ongoing Annual Ongoing
Interior walls and partitions	Structurally sound and secure; free of cracks, deflections, water damage; finishes free from undue damage and surface degradation; clean finishes Clean finishes	All site Staff Maintenance Tech Cleaning Staff	Ongoing Annual Ongoing
Signs and way-finding systems	No missing signs; sound and secure; free of corrosion, deterioration; Free from graffiti and/or vandalism; lighting elements in proper working order	All site Staff Maintenance Tech Cleaning Staff and Maintenance Tech	Ongoing Semi - Annual Ongoing
Furniture and Fixtures	Tables, benches, seats, and decorative elements sound; securely affixed where appropriate; useable for intended purpose; free of undue damage and deficiencies; Clean finishes	Cleaning Staff Maintenance Tech Cleaning Staff	Ongoing Quarterly Ongoing

Site Components	Public telephones, ABM's; Recycling and waste management systems, Provincial Highway Information Console, Community Bulletin Board, Provincial Map; Free of undue damage and deficiencies; Clean finishes	Operational availability by sub-contract Maintenance Tech Cleaning Staff	Ongoing Ongoing and Annual Ongoing
HVAC Controls, distribution systems, and heating/cooling units	HVAC systems shall function as intended providing a safe and comfortable environment; HVAC systems shall be kept balanced; Ductwork, fittings and pipe work shall be securely fastened to their intended points of anchorage; HVAC systems shall be free from corrosion, erosion and organic growth.	Maintenance Tech HVAC Sub-contractor BMCS Sub-contractor for controls Maintenance Tech	Monthly Quarterly Quarterly Every two years
Plumbing Fixtures, Hot Water Heaters, Pumping Systems, Supply Lines, and Drinking Water Fountains	Shall function as intended, free of leaks and without undue noise and vibration. Provide a safe and comfortable environment. All pipe work and fittings shall be fastened securely to their intended points of anchorage.	Maintenance Tech Plumber Sub-contractor	Monthly Semi-annually
Electrical Systems – Control and Lighting	All lamps and ballasts controls and fixtures in safe proper working order; properly housed and fastened; Fixtures clean	Cleaning Staff and Maintenance Tech Project cleaners	Ongoing Semi-annual
Electrical Systems – Supply and Distribution	All electrical supply and distribution items conform to all applicable codes and regulations	Maintenance Tech Electrical Sub-contractor	Ongoing Annual
Electrical Systems - Audio-Visual Systems, structured communications Annual systems	All electrical communications and data transmission installations fully operational shall function as intended	Site Manager in Charge	Daily General Manager
Restrooms - Fixtures, operating mechanisms, valves, and sensors, dispensers, hand dryers	Sanitary fixtures and related sanitary devices; shall function as intended	Cleaning Staff Maintenance Tech	Ongoing Semi-annually
Kitchen Equipment	Kitchen equipment shall function as intended providing a safe and comfortable environment; Manual of use and warranties will need to be followed up. Training on the use of the kitchen equipment is essential.	Maintenance Tech Equipment Sub-contractor	Monthly Quarterly or as indicated in warranty service

The Concessionaire shall compile mandatory data, regarding Preventive Maintenance, during inspections includes the date of inspection, identity of the inspector, tools and methods used in the inspection, resulting condition report and any action items completed or still required. This inspection information shall inputted into the CMMS to ensure that the asset database is accurately maintained.

Corrective maintenance activities shall take place as a result of a reported issue or as a result of observing adverse conditions during inspections or Preventive Maintenance procedures. Such situations, corrective actions and results shall be recorded in the CMMS to ensure complete recording of all asset histories.

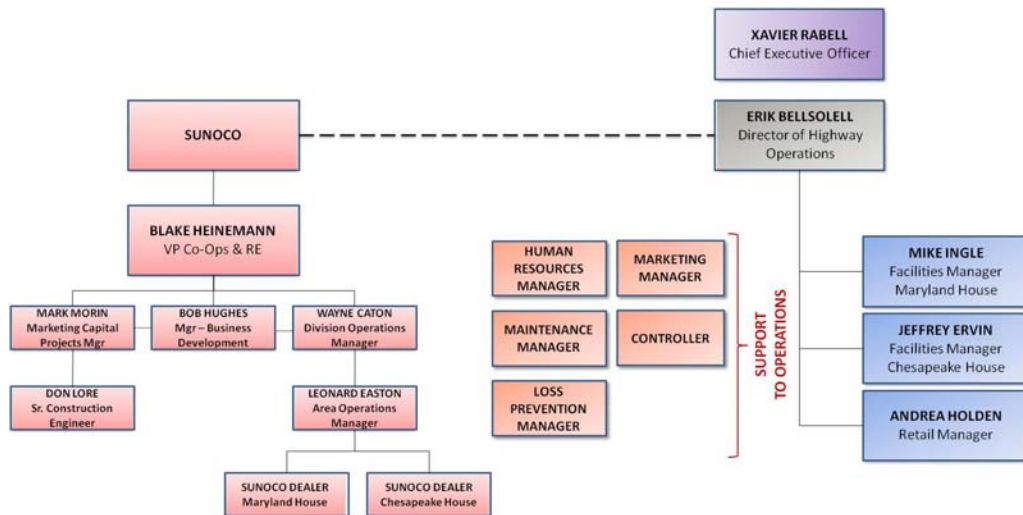
The Concessionaire shall follow the following procedures during the Corrective Maintenance:



SITE EMPLOYMENT AND RESOURCE ALLOCATION PLAN

The Facility Managers will be empowered to make decisions on behalf of the Concessionaire. Assistant Managers, under the Facility Manager’s direction, shall have authority to make first-line operational decisions relating to their specific functional areas. The Assistant Managers will act in a deputy capacity when the Facility Manager is unavailable.

PROPOSED MANAGEMENT STRUCTURE FOR THE MARYLAND I-95 TRAVEL PLAZAS



STAFFING LEVELS

The concessionaire shall provide staffing levels that incorporate the following:

- Historical and forecasted sales
- Standardized brand staffing requirements
- Each unit’s speed of service
- Shift change staggering rules
- Staff position charts (e.g. assignments). Strong emphasis is placed on common area staffing (matrons, porters, and parking lot attendants).
- Our management staff adjusts staffing based on our extensive experience and understanding of the Travel Plaza business.

MEETING HIGH DEMAND LEVELS DURING HIGH VOLUME OF TRAFFIC

Concessionaire shall properly plan to focus on two customer needs: customer service and speed of service.

CUSTOMER SERVICE

- Labor: Prepare labor schedules according to expected demand. Increase staffing at restrooms, parking lots and retail stores.
- Stock: Plan the peak days in advance and increase stock pars to meet the demand. Stock pars of food, beverages, retail products, restrooms supplies.
- Bus friendly plaza – Concessionaire has designated The Chesapeake Travel Plaza as a Bus Friendly plaza where several selected food concepts will be prepared for a high inflow of customers when buses arrive. Concessionaire shall communicate with bus companies, local travel and tour agencies to coordinate the arrival of busses to efficiently and effectively service our visitors.

SPEED OF SERVICE

- Labor: Concessionaire shall add labor according to the demand to increase the speed of service at the registers, at the kitchen and at the delivery of the food.
- Second stations of key concepts: Key concepts like Wendy's and Caribou Coffee shall be designed with two preparation stations.
- With the help of electronic menu boards, Concessionaire shall optimize the offering and product mix specifically for peak days and hours.
- Express Self Order kiosk
- For retail and convenience stores, Concessionaire shall separate the lottery from the regular registers.
- Bundle packages

MEETING EXTRAORDINARY DEMANDS LEVELS

Concessionaire shall have a Standard Operating Procedure for situations caused by either natural or man-made disasters. For emergency situations, including cases where motorists and employees are stranded at our Travel Plazas, the Concessionaire is to increase the stock pars of essential items, such as water, soft drinks, toilet paper, paper towels, non perishable items (flour, frozen products, etc), among others.

Concessionaire shall work hand-in-hand with the local chapter of Red Cross to help distribute water, blankets and coats, if needed. Plazas shall remain open at all times during the emergency situations for those in need, offering limited menu options.

Concessionaire shall utilize "kiosks on wheels" that will sell basic items, such as hot dogs, pretzels, ice cream, and drinks.

ATTRACTING AND RECRUITING LOCAL RESIDENTS

Concessionaire shall conduct the following efforts for outreach and job identification for displaced workers during transition:

- Conduct private job fairs for all displaced workers to give them first choice and priority to employment opportunities during the transition time.
- Create newsletter for all active and displaced workers to keep them informed of construction progress and any updates during transition time, as a source of keeping open lines of communication with them for future employment opportunities.
- Offer unemployment services to displaced workers by conducting on-site visits at the plazas from representatives from:
 1. Bel Air Workforce Center
 2. Cecil County Workforce Center
 3. Aberdeen Workforce Center

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Concessionaire shall also offer employment opportunities to local colleges and universities, including:

- Harford Community College Career Services and Student Support Services
- Cecil College Central Network

SAFETY AND SECURITY PLAN

The Concessionaire shall identify, analyze and take steps to maximize the safety and security of our customers and employees.

The Concessionaire shall:

- Identify, analyze and take steps to maximize the safety and security for customers and employees.
- Utilize as many tools and techniques as needed to manage a wide variety of risk types, including those that might be anticipated and those that are unforeseeable.
- Follow the established set of Loss Prevention policies and controls in order to identify the safety weaknesses that may exist in our locations and address those using these policies.
- Conduct a series of physical security assessments prior to takeover of any facility by conducting site surveys

Concessionaire shall incorporate a Job Safety Analysis (JSA) to identify hazards and potential accidents that may occur during an associates' normal scope of work and to recognize any personal protective equipment (PPE) that may be necessary for a particular job function.

- Concessionaire shall utilize the Site Security program incorporating the following standards of operation:
 - Outdoor Lighting
 - Vehicle and Pedestrian Signage
 - Parking Areas, Vehicle Lanes and Pedestrian Sidewalks
 - Video Surveillance System (Exterior Areas)
 - Video Surveillance System (Interior Areas)
 - Public Lobby
 - Interior Signage

RETAIL AND COMMERCIAL PROVIDERS

FOOD AND BEVERAGE	
Chesapeake Travel Plaza	Maryland House Travel Plaza
RETAIL	
Chesapeake House Travel Plaza	Maryland House Travel Plaza

Exhibit I

I-95 Travel Plazas Lease and Concession Agreement

**SUBCONTRACTOR
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] ("Subcontractor"), [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, MDTA and Concessionaire have executed and delivered that certain Lease and Concession Agreement dated as of this same date (the "Lease and Concession Agreement"), pursuant to which Concessionaire shall, among other things, redevelop, operate and maintain the Travel Plazas in accordance with the terms thereof; and

WHEREAS, in accordance with terms of Article XII of the Lease and Concession Agreement, Concessionaire has hired Subcontractor to provide services at the Travel Plazas, and Concessionaire and Subcontractor have entered into that certain [Subcontract Agreement], dated as of the ____ day of _____, 20____ (the "Subcontract"), in order to confirm their mutual understandings and agreements with respect for the provision of such services; and

WHEREAS, pursuant to Section 12.2 of the Lease and Concession Agreement, it is a condition to the effectiveness of the Subcontract that Subcontractor enter into this Agreement with MDTA, and Subcontractor has expressly agreed to do so pursuant to Section ___ of the Subcontract; and

MDTA, Concessionaire and Subcontractor now desire to execute and deliver this Agreement in order to recognize and confirm the effectiveness of the Subcontract 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. Subcontractor 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. Subcontractor 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 Subcontract. Subcontractor 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 Subcontractor to perform its scope of work required in the Subcontract. Subcontractor 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 Subcontractor's scope of work required in the Subcontract.

3. Recognition of Subcontract. (a) MDTA recognizes that Concessionaire and Subcontractor have entered into the Subcontract. Provided that: (i) the Subcontract is then in full force and effect, and (ii) Subcontractor is not then in material default under the Subcontract beyond any applicable grace or cure periods provided in the Subcontract, the Subcontract shall not be terminated by the occurrence of a Termination of the Lease and Concession Agreement; rather (A) the Subcontract shall continue in full force and effect, (B) MDTA shall recognize and accept the Subcontract and the Subcontractor as the subcontractor thereunder and be bound to Subcontractor under all terms and conditions of the Subcontract, (C) 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 Subcontract against Subcontractor in accordance with its terms without any necessity for a consent or approval from Concessionaire, and (D) 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), the Subcontract 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 Subcontractor. 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.

(b) If (i) the Concessionaire shall be the debtor or other subject of any bankruptcy or insolvency action of any kind, including but not limited to, a bankruptcy filing under 11 U.S.C. §§ 101 et seq., an action involving the appointment of a receiver, custodian, trustee or liquidator for it or any of its property or assets, make a general assignment for the benefit of its creditors, be adjudicated bankrupt or insolvent or take any other similar action for the benefit or protection of its creditors, take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, rearrangement, dissolution, liquidation or other similar debtor relief law or statute, or shall be dissolved, liquidated, terminated or merged; (ii) the Subcontract is thereafter rejected, disaffirmed, cancelled or terminated pursuant to a Final Decision or on any other final, non appealable basis, whether pursuant to any bankruptcy law or any other governing federal or state statute, regulation, rule, code, order, directive, guideline, license, standard, judgment, injunction or requirement of common law, whether now in force or as amended or enacted in the future or issued or decided in the case of judgments, injunctions and common law; (iii) the Subcontract would have been in full force and effect had it not been so rejected, disaffirmed, terminated or cancelled; (iv) Subcontractor is not then in material default under the Subcontract beyond any applicable grace or cure periods provided in the Subcontract; and (v) the Lease and Concession Agreement has been Terminated, then MDTA agrees to enter into a new agreement with the Subcontractor, or, if permitted, to require the Replacement Concessionaire to enter into a new agreement with the Subcontractor, for the remainder of the original stated term in the Subcontract and upon all of the covenants, agreements terms, provisions, and limitations of the Subcontract (as may be amended herein) (the “New Agreement”), effective as of the date of such rejection or disaffirmation, but only on the subject to the Subcontractor paying or causing to be paid to MDTA, at the time of the execution and delivery of the New Agreement, any amounts due and owing to MDTA which, at the time of execution and delivery thereof, would have been past due or due and payable in accordance with the provisions of the Subcontract but for such rejection.

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 Subcontractor’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 (MDTA or any such Person being collectively, referred to herein as a “Replacement Concessionaire”), Subcontractor 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 Subcontract, without any necessity for a consent or approval from Concessionaire. Subcontractor’s attornment to and recognition of any such Replacement

Concessionaire shall be effective and self-operative following Termination immediately upon Subcontractor's receipt of such notice without the execution or delivery of any further instrument. Upon any such Replacement Concessionaire's request, Subcontractor will execute and deliver to such Replacement Concessionaire and MDTA an instrument reasonably acceptable to Subcontractor acknowledging Subcontractor's attornment to and recognition of such Replacement Concessionaire. Upon the receipt by Subcontractor of the notice contemplated by this Section, the Subcontract 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 Subcontractor.

5. Replacement Concessionaire. Replacement Concessionaire will assume and be bound, as the concessionaire, to Subcontractor under all covenants and conditions of the Subcontract for the remainder of the term of the Subcontract and any renewal or extension thereof provided for under the terms of the Subcontract, except that Subcontractor agrees no Replacement Concessionaire:

(a) will be liable for any representation or warranty of, or any act, omission, or breach by Concessionaire under the Subcontract which occurs prior to the date that Concessionaire has been replaced by Replacement Concessionaire;

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

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

The foregoing shall not limit Subcontractor's right to exercise against Replacement Concessionaire any offset rights otherwise expressly set forth in the Subcontract to the extent available to Subcontractor because of events first occurring after the date of attornment. The foregoing shall not limit Subcontractor's right to exercise any rights, at law or in equity, against Concessionaire.

6. Payments to MDTA. If, following Termination of the Lease and Concession Agreement (of 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), MDTA sends written notice to Subcontractor instructing Subcontractor to pay amounts due under the Subcontract to MDTA or in accordance with MDTA's written direction (the "Payment Notice"), Subcontractor agrees that it shall pay such amounts due under the Subcontract directly to MDTA without any necessity for a consent or approval from Concessionaire. Subcontractor's compliance with the Payment Notice shall not be deemed to violate the Subcontract. Subcontractor shall be entitled to full credit under the Subcontract for any payments paid to MDTA pursuant to the Payment Notice to the same extent as if such payments were paid directly to the Concessionaire.

7. No Exercise of Lease and Concession Agreement Remedies against Subcontractor. So long as (i) the Subcontract has not expired or otherwise been terminated by Concessionaire and (ii) there is no existing material default under or breach of the Subcontract by Subcontractor that has continued beyond applicable cure periods, MDTA shall not name or join Subcontractor 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 Subcontractor 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 Subcontractor as a defendant in such action only for such purpose and not to terminate the Subcontract or otherwise diminish or interfere with Subcontractor's rights under the Subcontract or this Agreement in such action.

8. Estoppel Certificates and Other Information. Whenever reasonably requested by MDTA (but not more often than once per year), Concessionaire and Subcontractor, 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 Subcontractor setting forth information MDTA may reasonably require to confirm that the Subcontract is and remains in full force and effect. Upon exercise of MDTA's rights under clause (C) of Section 3 above, Subcontractor shall also provide to MDTA or any Replacement Concessionaire upon MDTA's reasonable request therefore copies of the Subcontract and all amendments thereto and supplements thereof.

9. 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 Subcontractor:

With a copy to:

If to Concessionaire:

With a copy to:

10. Waiver. Concessionaire hereby waives any claim or cause of action against Subcontractor arising out of or relating to Sections 3, 4 and 6 of this Agreement, in reliance on a written notice from MDTA to Subcontractor.

11. Reservation of Immunities. Without limiting the application of Section 15 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 Subcontract 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.

12. Public Records. Any information required to be submitted to MDTA, or requested by MDTA of Subcontractor, pursuant to the Lease and Concession Agreement or this Agreement that Subcontractor considers confidential, financial information given in confidence, intellectual property or trade secret or Subcontractor 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 Subcontractor 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 Subcontractor'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 Subcontractor of such request and permit Subcontractor five (5) Business Days to respond, defend or otherwise prevent the release of the information. Subcontractor 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 Subcontractor has designated as a trade secret.

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

14. Consent to Jurisdiction. Subcontractor 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 Subcontract to the venue and jurisdiction in the courts of the State of Maryland, or the U.S. District Court for the District of Maryland (except as otherwise required by law or the Agreement) 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.

15. Claims Against the State. Subcontractor 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 Subcontractor in accordance with the laws of Maryland and that Subcontractor 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.

16. 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 Subcontractor hereby represents and warrants that he/she has full and complete authority to execute this Agreement on behalf of Subcontractor. 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 Subcontract requiring delivery of a recognition agreement by Concessionaire and Subcontractor, respectively.

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

WITNESS

SUBCONTRACTOR:

[NAME]

By: _____

Name:

Title:

WITNESS:

OWNER:

MARYLAND TRANSPORTATION AUTHORITY

By: _____

Name:

Title:

Witness:

CONCESSIONAIRE:

AREAS USA MDTP, LLC

By: _____

Name:

Title:

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

Assistant Attorney General

Exhibit J

I-95 Travel Plazas Lease and Concession Agreement

LEASE AND CONCESSION AGREEMENT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, **XAVIER RABELL**, possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name: **Corporate Creations Network** Department ID Number: **Z14187884**
Address: **10233 Southhard Drive, Beltsville, MD 20705**

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____
Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated **November 10, 2011**, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

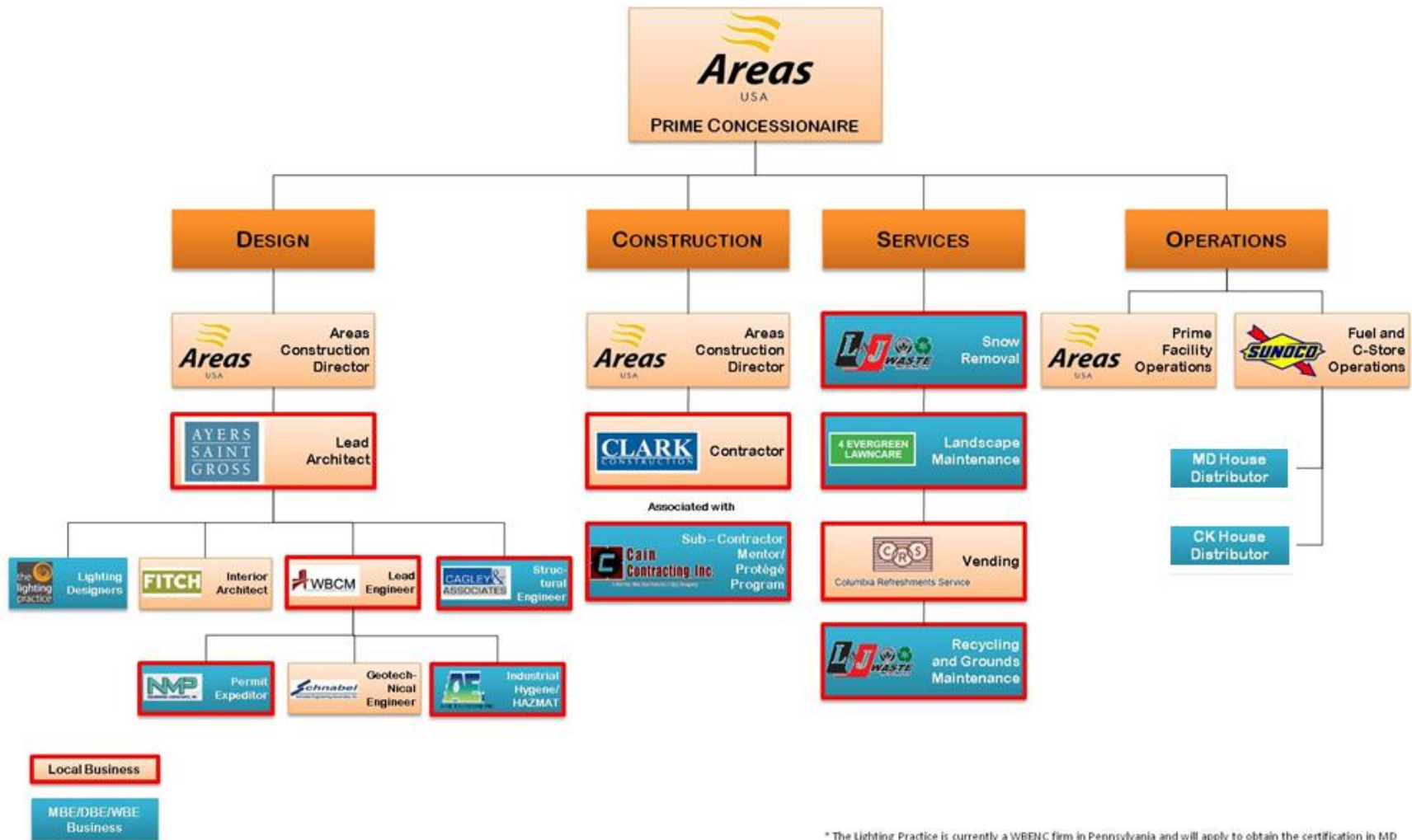
Date: _____

By: **XAVIER RABELL** (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Schedule 1 – Organizational Chart

I-95 Travel Plazas Lease and Concession Agreement



* The Lighting Practice is currently a WBE/DBE firm in Pennsylvania and will apply to obtain the certification in MD

Schedule 2.5

I-95 Travel Plazas Lease and Concession Agreement

KEY PERFORMANCE INDICATORS

SAFETY KEY PERFORMANCE INDICATORS

Through implementation of the Safety Performance Measure and evaluations of the Safety Key Performance Indicators Concessionaire will always ensure that the Travel Plazas are operated in a first class and excellent manner. Concessionaire's Safety Key Performance Indicators measure the cleanliness, safety and maintenance throughout the Travel Plazas by performing the following Safety audit:

Safety Audit: The safety audit is performed monthly by a third party company to measure the safety, cleanliness and maintenance for all the premises (gas station, restaurants, retail stores, parking lots, etc). The following is a survey of the items evaluated and its frequency.

Each year Concessionaire shall establish a goal for the audit program which exceeds the previous year's result provided, however, that the Concessionaires goals to be set equal to the prior year if exceeding industry standards. Concessionaire will deliver to MDTA a report including the goals established, the audit results, and when applicable a remedial plan to correct any deficiencies.

The following are the performance standards, inspection assignments, and frequency of each.

ELEMENT	PERFORMANCE STANDARD	INSPECTED BY	FREQUENCY
External Doors	Sound; secure and weatherproof; easily operated; hardware in operating order	Cleaners Maintenance Tech	Once per 8-hr shift Quarterly
Exterior Walls	No damp penetration; claddings, copings and parapets structurally sound and secure; free from pests	Cleaners Maintenance Tech	Once per shift while picking up waste and litter Quarterly
Foundations	The foundations are structurally sound, no deterioration and efflorescence; free from pests	Maintenance Tech	Quarterly
Roofing	Eaves troughs, and downspouts structurally sound; Roof mechanical systems and air	Maintenance Staff	Quarterly

	intakes and vents in proper operating condition and free of clogging materials		
Windows	Sound; secure and weatherproof; no leakages, easily operated; hardware in operating order	Maintenance Tech	Quarterly
Exterior components of plumbing & utility meters	Sound, secure, working order	Maintenance Tech	Monthly
Ceilings	Firmly attached and secure; free of cracks, deflection, water damages and other deficiencies; Clean finishes	All site staff Maintenance Tech Cleaners	Ongoing Annual Semi-Annual
Internal doors	Sound; secure; easily operated; hardware in operating order; Clean finishes	All site Staff Maintenance Tech Cleaning Staff	Ongoing Semi-annual Ongoing
Interior floors	Free of trip and slip hazards, no excess deflection or uplift; finishes free from undue damage and surface degradation; clean finishes	All site Staff Maintenance Tech Cleaning Staff	Ongoing Annual Ongoing
Interior walls and partitions	Structurally sound and secure; free of cracks, deflections, water damage; finishes free from undue damage and surface degradation; clean finishes	All site Staff Maintenance Tech Cleaning Staff	Ongoing Annual Ongoing
Signs and way-finding systems	No missing signs; sound and secure; free of corrosion, deterioration; Free from graffiti and/or vandalism; lighting elements in proper working order	All site Staff Maintenance Tech Cleaning Staff and Maintenance Tech	Ongoing Semi - Annual Ongoing

<p>Furniture and Fixtures</p>	<p>Tables, benches, seats, and decorative elements sound; securely affixed where appropriate; useable for intended purpose; free of undue damage and deficiencies; Clean finishes</p>	<p>Cleaning Staff Maintenance Tech Cleaning Staff</p>	<p>Ongoing Quarterly Ongoing</p>
<p>Site Components</p>	<p>Public telephones, ABM's; Recycling and waste management systems, Provincial Highway Information Console, Community Bulletin Board, Provincial Map; Free of undue damage and deficiencies; Clean finishes</p>	<p>Operational availability by sub-contract Maintenance Tech Cleaning Staff</p>	<p>Ongoing Ongoing and Annual Ongoing</p>
<p>HVAC Controls, distribution systems, and heating/cooling units</p>	<p>HVAC systems shall function as intended providing a safe and comfortable environment; HVAC systems shall be kept balanced; Ductwork, fittings and pipe work shall be securely fastened to their intended points of anchorage; HVAC systems shall be free from corrosion, erosion and organic growth.</p>	<p>Maintenance Tech HVAC Sub-contractor BMCS Sub-contractor for controls Maintenance Tech</p>	<p>Monthly Quarterly Quarterly Every two years</p>
<p>Plumbing Fixtures, Hot Water Heaters, Pumping Systems, Supply Lines, and Drinking Water Fountains</p>	<p>Shall function as intended, free of leaks and without undue noise and vibration. Provide a safe and comfortable environment. All pipe work and fittings shall be fastened securely to their intended points of anchorage.</p>	<p>Maintenance Tech Plumber Sub-contractor</p>	<p>Monthly Semi-annually</p>
<p>Electrical Systems – Control and</p>	<p>All lamps and ballasts controls and fixtures in safe proper working order;</p>	<p>Cleaning Staff and Maintenance Tech</p>	<p>Ongoing</p>

Lighting	properly housed and fastened; Fixtures clean	Project cleaners	Semi-annual
Electrical Systems – Supply and Distribution	All electrical supply and distribution items conform to all applicable codes and regulations	Maintenance Tech Electrical Sub-contractor	Ongoing Annual
Electrical Systems - Audio-Visual Systems, structured communications systems	All electrical communications and data transmission installations fully operational shall function as intended	Site Manager in Charge General Manager	Daily Annual
Restrooms - Fixtures, operating mechanisms, valves, and sensors, dispensers, hand dryers	Sanitary fixtures and related sanitary devices; shall function as intended	Cleaning Staff Maintenance Tech	Ongoing Semi-annually
Kitchen Equipment	Kitchen equipment shall function as intended providing a safe and comfortable environment; Manual of use and warranties will need to be followed up. Training on the use of the kitchen equipment is essential.	Maintenance Tech Equipment Sub-contractor	Monthly Quarterly or as indicated in warranty service

SERVICE KEY PERFORMANCE INDICATOR

Concessionaire shall continuously monitor its guest experience to ensure those who visit the Travel Plazas receive excellent service. The Service Key Performance Indicators measure the customers experience when visiting the Travel Plazas. Concessionaire’s Safety Key Performance Indicators are measured by compiling reports based of the following three Service Key Performance Indicators:

Mystery Shops: Mystery Shops are performed monthly by a third party company. The Mystery Shop measures the best service standards, speed of service, proper order taking, cleanliness of the stores and restrooms and the overall customer experience.

Brand Inspections: Brand Inspections are done regularly throughout the year with frequency determined by each Brand. Inspections are performed by the Franchisor or its consultants to evaluate the processes and product are performing to the respective brand requirements.

Guest Feedback: Concessionaire welcomes its guest’s feedback and provides access to allow all to share their experiences via the medium of their choice. Any guest can contact Concessionaire via email or by calling the 800 number dedicated to hearing back from the guest. Guests are asked to participate in the Guest Program survey designed to measure the success of the Guest Training Program. The following include a sample survey used to evaluation the performance standard.

Each year Concessionaire shall establish a goal for the Mystery Shops Inspections, Brand Inspections and Guest Feedback program which exceeds the previous year’s result provided, however, that the Concessionaires goals to be set equal to the prior year if exceeding industry standards. Concessionaire will deliver to MDTA a report including the goals established, the audit results, and when applicable a remedial plan to correct any deficiencies.

MYSTERY SHOPPER QUESTIONNAIRE Food & Beverage

General Appearance:	
Were there any employees without the proper uniform (Black shoes, black or khaki pants, black “Areas” shirt or _____ shirt and hat?	6.00
Were there any employees without name tags?	6.00
While Ordering Your Food:	
Did the employee give you a friendly greeting?	7.00

Did the employee maintain eye contact?	7.00
Was the employee friendly and polite?	7.00
Did the employee try to upsell (suggestive sale)?	7.00
Did the employee give you a pleasant and heartfelt “thank you”?	7.00
Was the order taken accurately and repeated?	3.00
Did the employee ask if the order is “for here” or “to go” (except Dunkin Donuts)?	4.00
Did the employee give you the order on a tray (if for “here”) or in a bag (if “to go”) (except Dunkin Donuts)?	4.00
Were all the menu items ordered available?	4.00
When Paying For Your Food:	
Did the employee ring up the transaction properly?	8.00
Did you observe any employee pocketing money? (if yes, please give complete details including which pocket)	2.00
Were there any receipts, loose change or other items surrounding the cash register? (if yes, please complete details)	2.00
Did you receive correct change and were you given the correct receipt?	2.00
Food Quality:	
Was your food served in a timely manner?	4.00
Was your order correct?	2.00
Did the food taste good?	2.00
Were there adequate amount of condiments and napkins available?	2.00
Surroundings Quality:	
Was the counter clean? (Floor and sides)	2.00
Were any employees at the counter eating or drinking?	2.00

Were the bathrooms properly cleaned? (If not, was there an employee cleaning at the time?)	2.00
Were there any bathroom fixtures (faucets, urinals or WC) out of order?	2.00
Were there any soap/paper dispensers in the bathrooms out of soap/paper?	2.00
During this visit, did you experience any discriminatory treatment from any employee or did you hear or observe anyone else experiencing any discriminatory treatment from any employee?	4.00
	100.00

MYSTERY SHOPPER QUESTIONNAIRE Retail

General Appearance:	
Were there any employees without the proper uniform (Black shoes, black or khaki pants, black “Areas” shirt or _____ shirt and hat?)	4.00
Were there any employees without name tags?	4.00
During Your Visit:	
Did the employee give you a friendly greeting?	8.00
Did the employee maintain eye contact?	7.00
Was the employee friendly and polite?	7.00
Did the employee try to upsell (suggestive sale)?	8.00
Did the employee give you a pleasant and heartfelt “thank you”?	7.00
Was the order taken accurately and repeated?	7.00
Did you find any empty shelves or display cases? (Store not replenished)	8.00
When Paying For Your Items:	
Did the employee ring up the transaction properly?	7.00

Did you observe any employee pocketing money? (if yes, please give complete details including which pocket)	3.00
Were there any receipts, loose change or other items surrounding the cash register? (if yes, please complete details)	3.00
Did you receive correct change and were you given the correct receipt?	3.00
Were you addressed in a timely manner?	7.00
Surroundings Quality:	
Was the counter clean? (Floor and sides)	3.00
Were any employees at the counter eating or drinking?	3.00
Were the bathrooms properly cleaned? (If not, was there an employee cleaning at the time?)	3.00
Were there any bathroom fixtures (faucets, urinals or WC) out of order?	3.00
Were there any soap/paper dispensers in the bathrooms out of soap/paper?	2.00
During this visit, did you experience any discriminatory treatment from any employee or did you hear or observe anyone else experiencing any discriminatory treatment from any employee?	3.00
	100.00

GUEST FEEDBACK QUESTIONNAIRE

General Appearance:	
Were there any employees without the proper uniform (Black shoes, black or khaki pants, black “Areas” shirt or _____ shirt and hat?	
Were there any employees without name tags?	
During Your Visit:	
Were you addressed in a timely manner?	

Did the employee give you a friendly greeting?	
What was the greeting used by the employee?	
Did the employee initiate a conversation to build a rapport by using an ice breaker? (where you were traveling to, if you have visited the location before, how much time you had)	
Did the employee maintain eye contact?	
Did the employee introduce a drink or food item from the menu during their first greeting?	
Did the employee suggest any additional items?	
Did the employee demonstrate knowledge of the menu items?	
Did the employee demonstrate knowledge of the location? (bathrooms, phones)	
If an alcoholic drink was ordered, did the employee ask for proper identification?	
Was the order taken accurately and repeated?	
What was the length of time from when you ordered your food until you received your order?	
Did the employee give you a pleasant and heartfelt “thank you”?	
Did the employee maintain a positive demeanor throughout your visit?	
Were you invited to return or given a reason to comeback?	
Was a supervisor visible and attentive?	
When Paying For Your Items:	
Did the employee ring up the transaction properly?	
Were there any receipts, loose change or other items surrounding the cash register? (if yes, please complete details)	
Did you receive correct change and were you given the correct receipt?	
Were you addressed in a timely manner?	

Surroundings Quality:	
Was the location clean? (counter, floor, windows)	
Was the location well lit and music at an appropriate level?	
Please describe your experience at the location and what was most memorable?	

STAFF KEY PERFORMANCE INDICATORS

Concessionaire Employee Performance Program introduces employees to the company, provides training to support the development of their careers, and creates goals to achieve. The Staff Key Performance Indicators measure the development and success of Concessionaire’s initiatives and its employees reports provided under a third party system, the Learning Management System.

Management Reports: A Learning Management System is used by Concessionaire to measure the progress and success of the Employee Performance Standards. Reports are completed monthly to measure the development of each employee and course progress. Concessionaire monitors and coordinates development sessions to establish future goals.

Element	Performance Standard	Inspected by	Frequency
Enrollment in Performance Program	Upon hire, each employee is enrolled in Performance Program, our training and development program. Each employee is assigned a learning locker and must follow monthly goals and objectives to learn about the company, their jobs and to continue to learn.	General Manager Human Resources Training Manager	On-going Compliance review each month
New Hire Orientation Training	Upon hire, each employee attends and must be certified that they have completed (either in group setting or at an individual web based training) the new hire orientation.	General Manager Human Resources Training Manager	Upon hire Compliance review each month
Associate Manual “At A Glance” Training – Areas USA Policy and Procedure	Upon hire, each employee attends and must be certified that they have completed (either in group setting or at an individual web based training) the Associate Manual “At A Glance” Training – Areas USA Policy and Procedure.	General Manager Human Resources Training Manager	Upon hire And upon each Associate Manual revision
Anti Drug and Alcohol at the Workplace Training	Upon hire and once a year, each employee attends and must be certified that they have	General Manager Human Resources	Upon hire And once per year at the start of the fiscal

	completed (either in group setting or at an individual web based training) the Anti Drug and Alcohol at the Workplace Training	Training Manager	year
Sexual Harassment Training – What Employees Need to Know Training	Upon hire and once a year, each employee attends and must be certified that they have completed (either in group setting or at an individual web based training) the Sexual Harassment Training – What Employees Need to Know Training	General Manager Human Resources Training Manager	Upon hire And once per year at the start of the fiscal year
Areas USA Safety Standards 101 Training	Upon hire and once a year, each employee attends and must be certified that they have completed (either in group setting or at an individual web based training) the Areas USA Safety Standards 101 Training	General Manager Human Resources Training Manager	Upon hire And once per year at the start of the fiscal year
MAPS Focused Training Courses	Once employees have completed the above, they will begin to receive specialized training that will address performance at their own specific job classification. Courses are still being developed.	General Manager Human Resources VP of Finance	Ongoing

QUALITY OF PRODUCTS AND FACILITY KEY PERFORMANCE INDICATORS

Concessionaire shall continuously provide first rate product quality and facilities by continuously monitoring the quality product and condition of the Travel Plazas. Concessionaire’s Quality Key Performance Indicators measure (i) the grade and constant quality of food and (ii) overall experience at the Travel Plazas. Concessionaire measures the Quality Key Performance Indicators by conducting audits of the following Quality controls:

Inspection of Product Quality: On a daily and monthly basis Concessionaire performs internal audit on the product quality and grade used at each location. Each brand conducts random audits to confirm both the quality of product and facility meets the standards developed by the brand. All vendors are audited by Concessionaire to ensure compliance with all food sanitary regulations and review the chain of supply.

Inspection of Grounds: Concessionaire shall maintain the facility on a daily basis to provide quality Travel Plazas and create an overall appealing environment. Concessionaire inspections shall audit and measure the performance standard of the facility.

ELEMENT	PERFORMANCE STANDARD	INSPECTED BY	FREQUENCY
Quality Assurance Procedure	Inspect product grade, specifications and shelf life	Concessionaire	Upon product delivery and Monthly
Brand Inspection	Inspect product, facility, and procedures	Franchisor	As Required
Vendor Quality Assurance	Review certification of all vendor Inspect facilities	Third Party	Bi-Annual
Vehicle pavement	Inspect for cracks, potholes, waste, etc.	Facility Maintenance Manager & Sub-contactor	Quarterly
Pedestrian sidewalks and curbs	Inspect for cracks, potholes, waste, etc.	Facility Maintenance Manager & Sub-contactor	Quarterly
Signs and way-finding systems	No missing signs; sound and secure; free of corrosion, deterioration; free from graffiti and/or vandalism; lighting elements will be kept in proper	Facility Maintenance Manager	Quarterly

	working order.		
Landscaping – hard landscaping elements and site circulation routes;	Meet the detailed specification shown in 17.C. Landscape Maintenance Plan	Facility Maintenance Manager & Landscape sub-contractor	Quarterly
Erosion and sedimentation control and storm water drainage systems	Shall function as intended.	Facility Maintenance Manager	Quarterly
Fencing – perimeter fencing	Sound and free of undue damage and deficiencies and shall function as intended.	Facility Maintenance Manager	Ongoing and quarterly
Furniture and Fixtures – tables, benches, seats, and decorative elements	Sound; securely affixed where appropriate; useable for intended purpose and free of undue damage and deficiencies.	Facility Maintenance Manager	Quarterly
Occupied grounds site	Maintain clean, safe and waste free	Sub-contractor	Daily
Vegetation	Maintain healthy and safe for the public’s enjoyment as per 17.C. Landscape Maintenance Plan	Facility Maintenance Manager & Sub-contractor	During growing season bi-weekly
Recycling & Waste Removal	Remove litter, collect trash, and remove any other debris that diminish the cleanliness or appearance of the facility	Facility Maintenance Manager & Sub-contractor	Daily

LANDSCAPE MAINTENANCE PERFORMANCE STANDARDS

Month	MAINTENANCE PERFORMANCE STANDARDS
January:	<p>Prune any tree branches that interfere with public safety or sight lines. Prune all street trees yearly to encourage strong upward growth. Do not top trees.</p> <p>Mulch mow all turf areas once per month. (Use mulching mower that chops clippings finely and blows mulch down into turf to decompose and feed soil.)</p>
February:	<p>If specified in contract, apply granular fertilizer around trees or shrubs in late February. Make application prior to a moderate rainfall so the rain will wash the fertilizer in. Do not fertilize swale plantings. (See "Fertilization" section for recommended products.)</p> <p>Mulch and mow all turf areas once per month.</p> <p>Add new mulch to planters where the mulch depth has been reduced to less than 2inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.</p>
March:	<p>Mulch mow all turf areas twice per month.</p> <p>Flush out irrigation systems as needed, run and check for proper operation of each valve zone. Test sensors (rain, soil, or weather sensors).</p> <p>Remove and clean WYE filter screens.</p> <p>Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters.</p> <p>Replace irrigation controller program back-up batteries.</p>
April:	<p>Mulch mow all turf areas weekly.</p> <p>Fertilize all landscape areas except for swale. The fertilization of shrubs/groundcover areas may be eliminated when the plants reach maturity or completely fill the planters, without space between them. Written authorization from the owner's representative is required before the fertilization may be eliminated from the required work.</p> <p>Add new mulch to planters where the mulch depth has been reduced to less than 2inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.</p>
May:	<p>Mulch mow all turf areas weekly.</p> <p>Submit receipts to owner's authorized representative as proof of fertilizer purchase.</p> <p>Turn on irrigation system, run and visually inspect for proper zone coverage. Set ET-based, weather or soil sensor-based, or seasonal programs to adjust irrigation up in July-August, and down for May-June and September.</p>
June:	<p>Mulch mow all turf areas weekly.</p> <p>Prune spring & winter-flowering shrubs as needed to maintain proper shape(natural, touching, not hedged or topiary except where specified by owner).</p>

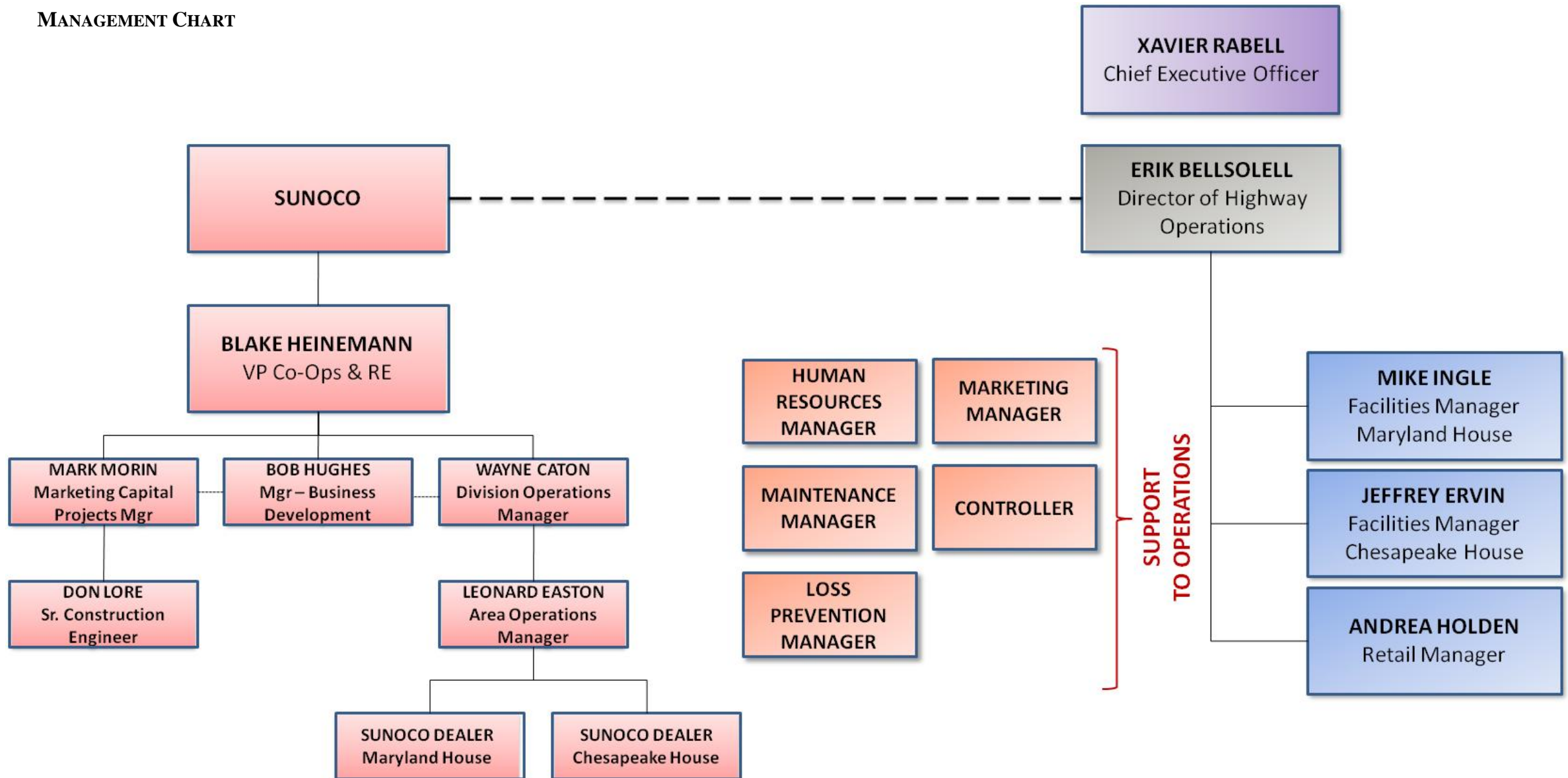
	<p>Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.</p> <p>Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt (June-Oct. depending on bulb type).</p>
July:	<p>Mulch mow all turf areas weekly.</p> <p>Prune vines as needed to keep out of window recesses or if vines are extending above the first story (12 feet above street level).</p> <p>Water green roof as needed for the first two years after installation (until plants are fully established).</p>
August:	<p>Mulch mow all turf areas weekly.</p> <p>Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.</p> <p>Water green roof as needed for the first two years after installation (until plants are fully established).</p>
September:	<p>Mulch mow all turf areas weekly.</p> <p>Prune vines as needed to keep out of window recesses or if vines are extending above the first story (12').</p> <p>Fertilize all landscape areas except for swale in September or early October. The fertilization of shrubs/groundcover areas may be eliminated when the plants reach maturity or completely fill the planters, without space between them. Written authorization from the owner's representative is required before the fertilization may be eliminated from the required work.</p> <p>Inventory all plant materials. Inventory shall include an exact count of all shrubs and trees, itemized by planter. Replace any dead or missing plants subject to the terms of these specifications.</p> <p>Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt (from June through October, depending on bulb type). Maintain 2 inches of mulch on ground surface over bulbs to insulate from cold and prevent winter weed growth.</p>
October:	<p>Mulch mow all turf areas twice per month.</p> <p>Have backflow preventer (on irrigation water supply) tested annually by approved plumbing technician.</p> <p>Turn off and prepare irrigation system for winter. Make sure backflow preventer is well-insulated or drained prior to first freeze. Blow out pipes using compressed air in areas where freezing could result in breakage. Drain drip irrigation lines as recommended by manufacturer. Any winter damage to irrigation system due to insufficient winterization shall be the responsibility of the contractor to repair.</p> <p>Add new mulch to planters and swale where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch additions are not required where shrubs or</p>

	groundcover completely hide the soil surface from view.
November:	Mulch mow all turf areas twice per month.
December:	Mulch mow all turf areas once per month.
	Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly as needed to remove dead and crossing branches and to encourage spreading and upward growth that fits the available space. Do not top trees.
	Prune summer and fall-blooming shrubs as needed to maintain proper shape.

Schedule 4.1

I-95 Travel Plazas Lease and Concession Agreement

MANAGEMENT CHART



Schedule 9.5

I-95 Travel Plazas Lease and Concession Agreement

FUEL PRICES SCHEDULE

Fuel Price Surveys

The MDTA and Concessionaire will mutually identify and agree upon nearby comparable off-road locations for the purpose of conducting fuel price surveys, electronically or physically, with the frequencies identified below.

Gasoline: Fuel Price Surveys to be completed 3 (three) times per week, with retail posted prices up to 6 (six) cents per gallon (cpg) above survey average. Surveys typically will be performed on Mondays, Wednesdays and Fridays.

Diesel: Fuel Price Surveys to be completed 3 (three) times per week, with retail posted prices up to 2 (two) cents per gallon (cpg) above survey average. Surveys typically will be performed on Mondays, Wednesdays and Fridays.

Schedule 9.19

I-95 Travel Plazas Lease and Concession Agreement

HOURS OF OPERATION

FOOD AND BEVERAGE SERVICE AT THE PRIMARY SERVICE FACILITIES

Maryland House	Hours of Operation	Chesapeake House	Hours of Operation
Dunkin Donuts	24 hours	Carribou Coffee	24 hours
Wendy's	6-11	Wendy's	6-11
Jamba Juice	10-10	Jerry's Subs & Pizza	10-10
Pizza Hut	10-10	Qdoba	10-10
Cosi	7-10	Earl of Sandwich	7-10
Baskin Robins	10-10	Wetzel Pretzel	10-10
Nathan's	7-10		

RETAIL SERVICE AT THE PRIMARY SERVICE FACILITIES

Maryland House	Hours of Operation	Chesapeake House	Hours of Operation
Fire CZ	9-9	Fire CZ	9-9
Orange Optix	9-9	Orange Optix	9-9
Crabby Clifford	9-9	Crabby Clifford	9-9
MD Gourmet	9-9	CK House Marketplace	7-11
MD House Marketplace	7-11	Vending	24 hours
Dolly's Pop-corn	7-9		
Vending & Best Buy Kiosk	24 hours		

CONVENIENCE STORE AND FUEL STATION

Maryland House	Hours of Operation	Chesapeake House	Hours of Operation
A Plus C-Store	24 hours	A Plus C-Store	24 hours
Fuel Station	24 hours	Fuel Station	24 hours

I-95 Travel Plazas
Maryland House & Chesapeake House

Lease and Concession Agreement
Between

Maryland Transportation Authority

&

AREAS USA MDTP, LLC

Appendix 1
Construction Provisions

Contract No. 60833436R

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ARTICLE I
Construction Preliminary Matters

Section 1.1 Scope of Appendix 1

The Construction Provisions of this Appendix 1 of the Lease and Concession Agreement is in addition to the performance specifications and Mandatory Work identified in Appendices A and B of the RFP.

Section 1.2 Controlling Authority

Provisions within 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 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 Construction Provision Definitions

“As-Built Plans” means final drawings and specifications furnished by the Concessionaire documenting the details and dimensions of the completed Work and any Concessionaire Improvements completed during the Term.

“Asbestos Certification” means, with respect to any Improvements, a notarized certification to MDTA by Concessionaire and/or a Subcontractor signed by a Maryland licensed architect or engineer, to the effect that no asbestos-containing materials have been used in the Work.

“Baseline Progress Schedule” means the time-scaled, schedule, including revisions thereto, which has been provided by the Concessionaire in accordance with the Project Documents and which MDTA’s Authorized Representative has acknowledged in writing conforms to the Lease and Concession Agreement requirements, and updates thereto accepted by MDTA’s Authorized Representative. The Baseline Progress Schedule represents the Concessionaire’s plans for performing the Work and shows the Concessionaire’s Work Breakdown Structure (“WBS”) for designing, constructing, and completing the Project.

“Capital Expenditure” means an expenditure made for assets with useful lives of more than one year including all renovation, modernization, and expansion (additions or new construction), including, but not limited to, changes in connection with a new viable business operation with its own branding identity and particular product. The term “Capital Expenditure” also includes replacement of individual items of plant (defined as the total facilities available for production or service) and equipment that have an aggregate acquisition cost of twenty-five thousand dollars (\$25,000.00) or more, and an estimated useful life of two years or more. General repairs to the Leased Premises costing less than twenty-five thousand dollars (\$25,000.00) per repair shall not constitute a Capital Expenditure.

“Conceptual Design Plans” means the plans and project description and narrative that set forth the general scope and content of the Initial Improvements, preliminary floor plans for each of the Travel Plazas, interior and exterior materials lists which have been approved by MDTA, which are attached hereto as Attachment A.

“Construction QC Manager” means the individual in the Concessionaire’s organization, employed by the QC Engineer, responsible for construction QC under the overall direction of the Project Quality Manager.

“Construction Quality Control Plan” means a portion of the Quality Plan, so designated, that sets out the Concessionaire’s means of complying with its obligations in relation to construction QC.

“Construction Schedule” means the construction schedule provided by Concessionaire as to the anticipated time frame for the construction of the Initial Improvements as well as progress benchmarks that are to occur at specified points in time that is approved by MDTA, a copy of which is attached hereto as Attachment B. The term “Construction Schedule” shall also mean and include any and all updates, changes, supplements and replacements thereof pursuant to Appendix 1, Section 4.2.

“Design Documents” means maps, Design Plans, Project Specifications, reports, calculations, records, submittals, and other specified documents prepared by the Concessionaire and/or Designer in the course of performing Project engineering and design Work.

“Design Manager” means the individual in the Concessionaire’s organization who is responsible for the design efforts.

“Design Plans” means drawings prepared by the Designer showing the location, character, dimensions, and details of the Work to be completed.

“Design Requirements” means those specifications contained in the Lease and Concession Agreement that specify the minimum acceptable technical standards and define the limits within which the design of the Project shall be developed and conducted.

“Design Review Plan and Schedule” means the portion of the Design Quality Control Plan that sets forth the procedures to be used for design reviews, the anticipated design packages, and the schedule for the reviews.

“Design QC Manager” means the individual in the Concessionaire’s organization, employed by the Designer or a firm on the design team, who is responsible for design QC under the overall direction of the Project Quality Manager.

“Design Quality Control 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 design 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.

“Independent Assurance” or “IA” means activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment calibration, and qualifications of personnel (Concessionaire’s, MDTA’s or referee laboratory) used in the Acceptance Program, including the Concessionaire’s QC. The Independent Assurance (“IA”) agent for the Project will be designated by the MDTA.

“Milestone” means a defined step toward the completion of Work.

“Permitting Schedule” means spreadsheet summaries provided by Concessionaire as to the anticipated time frame to obtain all necessary licenses, permits and Governmental Approvals necessary to develop, construct and operate the Initial Improvements.

“Quality Assurance” or “QA” means all planned and systematic Oversight actions by the MDTA necessary to provide confidence that the Concessionaire is performing QC in accordance with the Quality Plan and associated QC Plans and that all Work complies with the requirements of the Lease and Concession Agreement and that all materials incorporated in the Work, all equipment, and all elements of the Work will perform satisfactorily for the purpose intended. QA actions include monitoring and verification of design through auditing, spot-checking, and participation in the review of the Design Plans and Working Plans. QA actions also include monitoring and verification of construction activities, manufacturing/process facilities and equipment, on-site equipment and QC documentation through auditing, spot inspections, and reconciliation of material acceptance and rejection based on QC testing and verification sampling and testing at production sites as well as at the Project Site. Quality Assurance also includes Independent Assurance, consultation and submission of written comments by the MDTA, and documentation of QA activities.

“Quality Assurance Program” means the overall quality program and associated activities including MDTA QA, Concessionaire QC, the Lease and Concession Agreement’s quality requirements, and the Concessionaire’s Quality Plan.

“Quality Control” or “QC” means the total of all activities performed by the Concessionaire, Designer, Subcontractors, producers, or manufacturers to ensure that the Work meets the Lease and Concession Agreement requirements. For design this includes procedures for design quality, checking, and design review, including reviews for constructability, and review and approval of

Working Plans. For construction this includes procedures for materials handling and construction quality; inspection, sampling, testing and acceptance/rejection of materials, plants, production, and construction; material certifications; calibration and maintenance of equipment; production process control; and monitoring of environmental compliance. Quality Control also includes documentation of all QC design and construction efforts.

“Quality Control Engineering Firm” or “QC Engineer” means an engineering/testing firm, within the Concessionaire’s organization, but independent of the Concessionaire’s construction management organization, with responsibility for administering, managing, and conducting the construction QC inspection; sampling, and testing specified in the Lease and Concession Agreement and the Concessionaire’s Quality Plan and Construction Quality Control Plan. The QC Engineer may not be owned in any part or controlled by the Concessionaire, any Principal Participant, or by any construction Subcontractor. The Designer or a firm associated with or subsidiary to the Designer may serve as the QC Engineer, unless the Designer is a Principal Participant or construction Subcontractor or is an Affiliate of any Principal Participant or construction Subcontractor.

“Quality Manager” means the individual in the Concessionaire’s organization with overall responsibility for development and management of the Concessionaire’s Quality Plan and responsible for the overall Quality program of the Concessionaire, including the quality of management, design, and construction. The Quality Manager may be an employee of a consultant firm, not the QC Engineer or Designer, and shall act under the authority of the Concessionaire’s corporate management.

“Quality Plan” means the Concessionaire’s plan for implementing the Concessionaire’s overall quality program and associated activities, including the Concessionaire’s QC and procedures to assure and document quality of design and construction activities through reviews, inspections, testing, internal communications, and necessary interfaces with the MDTA.

“Responsible Architect” means an architect, employed by the Designer or design Subcontractor who is currently licensed as such in the State of Maryland, and who is in direct charge of the design.

“Responsible Engineer” means an engineer, employed by the Designer or design Subcontractor, who is currently licensed as such in the State of Maryland, and who is in direct charge of the design.

“Work Breakdown Structure” or “WBS” means the components of the Project so designated by the Concessionaire in its Proposal, representing a hierarchical grouping of related tasks and activities that begins with the highest level activities and is broken down into individual, manageable tasks and components under a common parent. A Work Breakdown Structure may be a major contract element or series of interrelated elements.

ARTICLE II
General Construction Responsibilities and Work

Section 2.1 Concessionaire's Work and Responsibilities

2.1.1 General

Except as contemplated by Article IX of the Lease and Concession Agreement, Concessionaire will undertake no work on or improvements to the Leased Premises, including the Immediate Repairs, Initial Improvements, Reinvestments or Restoration without the prior written authorization of MDTA as set forth in this Appendix 1, Article II of the Lease and Concession Agreement except for routine maintenance or emergency repairs. MDTA shall not be required to make any expenditure of any kind whatsoever in connection with this Lease and Concession Agreement or the Leased Premises or to make any repairs to maintain the Leased Premises or the Improvements at the Travel Plazas or conduct any Restoration, except as otherwise may be expressly provided in this Lease and Concession Agreement or other applicable agreement.

2.1.2 Prevailing Wage Rates

Concessionaire shall pay not less than the applicable prevailing wage rates as established by Maryland's Department of Labor Licensing and Regulation and in accordance with Title 17, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland for the construction of the Primary Service Facilities. To the extent that payment of the prevailing wage rates results in an increase in the cost of the work for construction of the Primary Service Facilities under the General Contract, Concessionaire will be entitled to a credit to its monthly revenue payments to the MDTA in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) to offset that increase in cost. In order to obtain such credit, Concessionaire shall provide to the MDTA an accounting with supporting documentation evidencing its increase in cost for payment of the prevailing wages rates.

Section 2.2 Mandatory Work

2.2.1 General

Concessionaire shall, at Concessionaire's sole cost and expense, make or cause to be made the Mandatory Work in accordance with the Mandatory Work plans and as identified in the RFP and such Mandatory Work shall commence and be completed in accordance with the schedule set forth for Mandatory Work in Attachment C. Without limiting the foregoing, replacement of all USTs and components of the UST System shall be completed by Concessionaire in accordance with the time schedule for the Mandatory Work and as contained in the Mandatory Work plan for UST removal. Time is of the essence for purposes of completing the Mandatory Work. For each calendar day that any Mandatory Work is not completed in accordance with this Lease and Concession Agreement, the Mandatory Work plans (subject in all cases to an Unavoidable Delay), and in accordance with Concessionaire's Construction Schedule, which shall include the benchmark dates for Completion of the

Mandatory Work, MDTA shall impose and Concessionaire shall pay a daily per diem sum of liquidated damages, which shall be set as \$1,000 per day. Concessionaire hereby acknowledges and agrees that such liquidated damages are not a penalty but a reasonable estimate of the damages caused by such delay. Failure to complete any Mandatory Work shall be a separate and distinct occurrence with the occurrence subject to culmination.

2.2.2 Excavation

The Concessionaire shall remove and transport off-site all excavated petroleum-impacted soil and material that exceed the regulatory standards. If the excavated petroleum impacted material that must be transported off site for disposal at a permitted facility exceeds a combined total at the Leased Premises of 10,000 cubic yards, the MDTA shall pay the additional loading, transportation, disposal costs and replacement backfill. The MDTA shall pay \$80.00 per cubic yard for “Additional Removal of Petroleum- Impacted Soils” for any soil removed over the 10,000 cubic yard total. This payment for additional removal will be deducted from the monthly revenue payments. The 10,000 cubic yard total is a sum total of all impacted soil and excavated backfill materials removed for off-site disposal from the Leased Premises. The MDTA reserves the right to direct the Concessionaire to excavate impacted soils beyond the limits of what has been deemed acceptable by regulatory officials if the MDTA believes it is in its best interest to do so.

Section 2.3 MDTA’s Authorized Representative(s)

2.3.1 Right to Employ

MDTA shall have the right, at its cost and expense, to engage on its behalf one or more engineers, architects, builders or other construction specialists, environmental advisors, scientists, accountants, and attorneys to act as an advisor to MDTA in connection with the construction of the Improvements.

2.3.2 Functions

The functions of any MDTA Authorized Representative may include (a) a physical on-site review of the Leased Premises including the right to inspect and conduct materials testing, (b) review and analysis of the Improvements and any and all other work to be done in connection with the Leased Premises, (c) review and analysis of Environmental Conditions, (d) review and analysis of financial and legal matters, including warranties, insurance, books and records, and other data and documents determined relevant by MDTA related to the construction of the Improvements, (e) building and fire code related testing, and (f) quality control.

2.3.3 No Liability

Neither MDTA nor any of MDTA’s Authorized Representatives shall have liability to Concessionaire, General Contractor, any Construction Subcontractor or any Subcontractor on account of: (a) services performed by MDTA’s Authorized Representative; (b) any failure or neglect by MDTA’s Authorized Representative to properly perform services; or (c) any approval or disapproval of work, construction documents, plans and specifications, or other matters by

MDTA's Authorized Representative. Concessionaire shall have no rights under or relating to any agreement, report, or similar document prepared by any MDTA's Authorized Representative for MDTA.

Section 2.4 Subcontracts

In addition to the provision of Subsection 12.1.5 of the Lease and Concession Agreement, Concessionaire, General Contractor and MDTA have executed and delivered a recognition agreement, substantially in the form of Attachment D, with respect to such construction agreement.

Section 2.5 LEED Buildings

The Leadership in Energy and Environmental Design ("LEED") Green Building Rating System is a voluntary national standard, introduced by the United States Green Building Council ("USGBC"), for developing high-performance, sustainable buildings. Concessionaire shall obtain and maintain a minimum of LEED Silver certification for the planning, design, construction, and operation of the Travel Plazas under the most current LEED standards. Concessionaire shall be solely responsible for costs attributed to obtaining the LEED Silver certification including project registration, design documentation for submittal to the USGBC, and building commissioning agent costs.

Section 2.6 UST Systems

Concessionaire shall replace all USTs and UST Systems throughout the Term of this Concession Agreement. To the extent any UST and UST System is not replaced during the Initial Improvements, Concessionaire shall replace all USTs and UST Systems substantially in accordance with Attachment E. Thereafter, Concessionaire shall replace all UST Systems in accordance with all Legal Requirements on time when due.

Section 2.7 Preservation and Restoration of Property

The Concessionaire shall not enter upon public or private property (outside of the Leased Premises) for any purpose without obtaining permission and it shall be responsible for the preservation of all public and private property, trees, monuments, signs, and markers and fences thereon, and shall use every precaution necessary to prevent damage or injury thereto. All MDTA signs and markers that are affected by the Work shall be carefully removed when grading operations begin and delivered to the MDTA's Authorized Representative. The Concessionaire shall take suitable precaution to prevent damage to underground or overhead public utility structures; shall protect carefully from disturbances or damages all land monuments and property markers and shall take such actions in accordance with all applicable Governmental Rules.

Section 2.8 Quality Control.

2.8.1 General Concessionaire Responsibilities

(a) The Work shall be performed in accordance with the details as shown on the Design Plans, Project Specifications, and Working Plans prepared by the Concessionaire, subject to the MDTA's consultation and written comment. It shall be the Concessionaire's sole responsibility to provide Design Plans, Project Specifications, and Working Plans of such a nature to develop a finished product in accordance with the requirements of the Project Documents and the Concessionaire's Design Quality Control Plan. Review of the Concessionaire's Design Plans, Project Specifications, and/or Working Plans by the MDTA shall not relieve the Concessionaire of the responsibility for the satisfactory completion of the Work. Design Plans, Project Specifications, and Working Plans shall be subject to the MDTA's consultation and written comments before beginning construction covered by the Plans, and shall not be thereafter amended or altered without the prior approval of the Concessionaire's Designer and subsequent consultation and written comment by the MDTA.

(b) The Concessionaire shall perform the following:

- (i) Manage the design and design Quality Control ("QC") of the Work;
- (ii) Coordinate with and obtain necessary approvals from, but not limited to, authorities having jurisdiction for temporary road diversions and detours, shutdowns, and Utility Relocations; and
- (iii) Ensure that the Designer properly checks the designs of the Project and that the Design QC Manager certifies Quality Control procedures in accordance with the Project Documents and Design Quality Control Plan. The procedures for checking the design of permanent components also apply to design of major temporary components and construction sequences that affect the permanent components of the Project.

2.8.2 Concessionaire's Designer

(a) The Concessionaire shall appoint a suitably qualified and experienced Designer to undertake the design of the permanent components and the major temporary components of the Project. The Designer shall determine the following:

- (i) Effects of all loading requirements;
- (ii) Dimensions of all elements;
- (iii) Sub-soil interaction to support the loads from above;
- (iv) Durability and maintainability requirements;
- (v) Details of required Quality Assurance and/or Quality Control procedures, monitoring, and controls; and
- (vi) Effects of hydrology and design flows as appropriate.

(b) Design will be considered complete upon reaching Operational Capability following submittal and review of the As-Built Plans.

2.8.3 Concessionaire's Design Manager

(a) The Concessionaire shall designate and assign a Design Manager to manage all Work performed by the Concessionaire's Designer. The Design Manager shall actively manage the design Work including the design review process and shall manage design support during construction, design changes, and completion of As-Built Plans.

(b) The Design Manager shall conduct an assessment and evaluation of design such that the Design Manager can certify to the Concessionaire and to the MDTA that the design satisfies the requirements of the Project Documents, including, without limitation, the following requirements:

- (i) Accuracy;
- (ii) Adequacy;
- (iii) Conformance to standards of practice;
- (iv) Compliance with codes and standards;
- (v) Cost effectiveness;
- (vi) Quality; and
- (vii) Fitness for purpose and/or function as specified and/or implied in the Project Documents.

(c) The Design Manager shall include such written certification for all Work being subjected to a design review. The Design Manager's activities shall include, at a minimum, assessment and evaluation of the following: design reports; analytical approach; drawing details; Project Specifications for conformity to requirements of the Project Documents; design and Working Plans; major temporary components' effect on permanent components; field design changes; design approvals for materials and procedures; and As-Built Plans for conformity with the Design requirements of the Project Documents, and Design Quality Control Plan.

2.8.4 Responsible Engineer/Architect

The Designer shall designate and assign a Responsible Engineer/Architect for each Concessionaire-designated design unit. The Responsible Engineer/Architect(s) shall sign and seal design reports, Design and Working Plans, and Project Specifications for the assigned design unit(s). Responsible Engineers/Architects shall be Maryland-licensed Professional Engineers/Architects. The Responsible Engineer/Architect shall attend all design reviews for assigned design unit(s).

2.8.5 Design QC Manager

(a) The Concessionaire shall assign a Design QC Manager. The Design QC Manager shall report to the Concessionaire's Quality Manager and shall be a Person who is independent

from the production of the design. The Design QC Manager shall be responsible for providing QC in accordance with the Design Quality Control Plan for all Work conducted by the Designer. The Design QC Manager shall be actively involved throughout the design process as well as thereafter to manage design QC related to design support during construction, design changes, and completion of As-Built Plans. The Concessionaire's Design QC Manager shall assess and evaluate the Concessionaire's design QC activities in order to certify to the Concessionaire and to the MDTA that the design QC activities comply with the Design Quality Control Plan and the requirements of the Project Documents. The Concessionaire shall ensure that the Design QC Manager carries out all duties expressed and implied for the Project.

(b) The Design QC Manager shall have QC responsibilities related to the design of permanent and major temporary components; changes in design of permanent components; and As-Built Plans. The Design QC Manager shall also perform the following activities: identify and report non-conformities/non-compliance; track, monitor, and report on status of outstanding design-related Non-Conformance Reports; supply monthly reports; and submit specified certificates (permanent components and major temporary components). The requirement that the Concessionaire engage and use a Design QC Manager shall not relieve the Designer from carrying out all of the checks and reviews that a professional and prudent designer would normally carry out on the type of Work that is actually being designed.

2.8.6 Design Units

(a) The Concessionaire shall package all design, drawings, and other related documents for the Work into separate design units. Each design unit shall comprise similar and coherent significant parts of the Project that can be checked and reviewed as a self-contained package with due consideration for accommodating interfaces with other Project components. Within thirty (30) days following the Effective Date, the Concessionaire shall provide a written report updating information submitted with the Concessionaire's Proposal and identifying each design unit. The written report shall include the following:

- (i) Design unit description, including scope of design Work within each design unit, which includes limits and interface points;
- (ii) Planned review stages and dates, including specific information to be reviewed, planned review dates (measured from NTP date), and percent-complete represented by each review;
- (iii) Responsible Engineer/Architect; and
- (iv) Locations where design Work will be performed.

(b) The Concessionaire shall submit any revisions to the information provided in response to this Subsection in writing to the MDTA concurrent with the monthly progress report.

2.8.7 Schedule for Design Checks and Reviews

The Concessionaire shall schedule and conduct design reviews to meet design and/or construction needs of the Baseline Progress Schedule. It is recognized and anticipated that the design review process and the frequency, duration, and intensity of design reviews may vary

with the complexity of the individual design units and the associated construction activities. The duration of design reviews shall be discussed and mutually agreed upon between the MDTA and Concessionaire during the design workshop and verified and modified by mutual agreement during the course of the project. Concessionaire shall give a written notice of scheduled design reviews to the MDTA at least one (1) week prior to any review. Concessionaire shall include the agreed-upon design review schedule for all design units (including their components, design safety assessment, and elements) as part of the Baseline Progress Schedule. The design review schedule shall be reviewed monthly. Concessionaire shall not schedule more than two (2) concurrent design reviews without the MDTA's written concurrence. Design Documents shall be complete for each design unit, but may be combined for multiple design units at any one time upon the MDTA's written concurrence. The Concessionaire shall review each design unit in accordance with the Baseline Progress Schedule. Concessionaire shall allow the time for the MDTA's participation and input to any design review conducted by the Concessionaire's Design QC Manager per this Subsection. Concessionaire shall incorporate this schedule into the Baseline Progress Schedule and report progress and updates in the monthly updates. Concessionaire shall keep the MDTA up to date on the exact timing of reviews. Concessionaire shall treat any substantial changes to design initiated by the Concessionaire and already checked by the Designer and certified by the Design QC Manager as an entirely new design.

2.8.8 Design Review Plan and Schedule

Concessionaire shall prepare and submit a written Design Review Plan and Schedule that addresses design stages, planned completeness, and the Quality Control process consistent with the Concessionaire's Quality Plan for each design unit within forty-five (45) days following the Effective Date for consultation and written comment by the MDTA. The Design Review Plan and Schedule shall describe the level of design that the Designer will accomplish for each of the planned stages of design development and provide a description and/or checklist for each design unit clearly identifying the design product that will be reviewed. The schedule shall include proposed review times for each design review, including the review dates and durations for the MDTA.

2.8.9 Design Checks, Certifications and Reviews

The Design QC Manager shall certify that the drawings, plans, specifications, calculations, and reports have been checked per the requirements of the Project Documents and the Concessionaire's Design Quality Control Plan. Concessionaire shall conduct and complete the design checks, certifications, and reviews for each design unit. The MDTA will provide consultation and written comment of the design prior to the Concessionaire releasing designs for construction. The MDTA may also issue design Non-Conformance Reports which must be addressed and resolved to the satisfaction of the MDTA prior to releasing the design(s) for construction. Concessionaire shall conduct its design review or submit its design for review for each design unit and in accordance with the design review schedule in the Baseline Progress Schedule.

2.8.10 Design Support During Construction

The Designer and Design QC Manager shall verify during construction that the conditions actually encountered are consistent with the design and related Design Plans, Working Plans, and Project Specifications. The Designer shall prepare necessary adjustments in the Design Plans, Working Plans, and Project Specifications, and the Concessionaire shall obtain required MDTA consultation and written comment. The Designer and Design QC Manager shall check any such changes in accordance with the Design Quality Control Plan. The Design QC Manager shall certify the changes in writing as meeting the requirements of the Project Documents. Concessionaire shall incorporate the adjustments in the As-Built Plans. Concessionaire shall retain copies of the Design QC Manager's written certifications and submit the certifications to the MDTA.

2.8.11 Design Workshop

Within thirty (30) days following the Effective Date, Concessionaire shall arrange a design workshop to familiarize the Designer's personnel and the MDTA review personnel with the design concepts, issues, status, and review procedures. The intent of the workshop is to make the subsequent design reviews more effective and efficient for all parties. The MDTA and Concessionaire shall jointly develop the agenda of the workshop and how it will be organized (e.g., by design unit and engineering discipline). The agenda shall include developing agreements regarding time allowed for design reviews.

2.8.12 Design Quality Records

(a) Concessionaire shall include engineering and design progress and changes in its Baseline Progress Schedule including Work on any design change. The Design QC Manager shall prepare and submit monitoring reports to the MDTA of all design issues and review comments resulting from the scheduled and additional checks and reviews, including informal reviews. Concessionaire shall also maintain an auditable record of all Design Quality Control Plan procedures, reviews and checks. An independent auditor shall be able to determine and verify by reviewing documentation if all procedures included in the Design Quality Control Plan have been followed. Concessionaire shall submit reports of checks and reviews within seven (7) calendar days of completion of the review. Concessionaire shall develop, implement, and maintain a log of design Non-Conformance Reports and/or notices indicating dates issued, reasons, status, or resolution and date of resolution.

(b) The Design QC Manager shall submit a monthly report to the MDTA by the third working day of the following month that includes the following: summary of reviews conducted; non-conforming Work and current status and/or disposition based on design nonconformance log; and submission(s) from Concessionaire and status.

(c) Upon completion of the Final Design for each design unit, including all its components and elements, the Design QC Manager shall notify Concessionaire, with a copy to the MDTA, of any outstanding monitoring report issues or unresolved review comments.

2.8.13 Design Plans, Working Plans and Project Specifications

(a) The Project Documents establish the minimum standards of quality and define requirements that the design and construction must satisfy. During the design process, the Concessionaire shall develop Project Specifications and Design Plans based on the Project Documents that are applicable to the specific materials, products, equipment, procedures, and methods that the Concessionaire intends to use. During the design reviews, the Design Plans and Project Specifications will be evaluated by the MDTA to determine if they meet the requirements of the Project Documents.

(b) The Work shall be performed in accordance with the details as shown on the Design Plans prepared by the Concessionaire. It shall be solely the Concessionaire's responsibility to provide Working Plans of such a nature as to develop a finished product in accordance with Design Plans, Project Specifications, and the requirements of the Project Documents. The Concessionaire shall verify pertinent dimensions in the field prior to conducting a Working Plans review. Participation in the review of the Concessionaire's Design Plans and/or Working Plans by the MDTA shall not relieve the Concessionaire of the responsibility for the satisfactory completion of the Work. Working Plans shall be reviewed and approved in writing by the Designer before beginning the construction Work and shall not thereafter be amended or altered without prior written approval of the Designer and the MDTA.

Section 2.9 Construction Quality Assurance/Quality Control

(a) Concessionaire shall develop and implement a quality program for all phases of the Project, including design, construction, maintenance, and environmental compliance. Concessionaire, through its Quality Plan, shall have the primary responsibility for the quality of the Work, including all Work and products of Subcontractors, fabricators, suppliers, and vendors both on-site and off-site. The MDTA, in its Oversight role through Quality Assurance ("QA"), reserves the right to and will conduct verification Oversight inspections, audits, sampling and testing, and Independent Assurance ("IA"). The program shall be capable of ensuring that procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair, maintenance, and required modifications of all materials, equipment, and elements of the Work will comply with the requirements of the Project Documents and that all elements of the Work will perform satisfactorily for the purpose intended.

(b) All construction processes, procedures, and workmanship shall be inspected by the Concessionaire's construction Quality Control ("QC") inspectors. The construction QC inspections shall include the observations, measurements, and documentation specified in the Concessionaire's Quality Plan. Inspection observations, measurements, results, non-conformances, and corrective actions shall be documented on the Concessionaire's forms acceptable to the MDTA. Inspection observation and documentation shall include a description of the construction activity and location by Specification section.

(c) All materials are subject to inspection, sampling, and testing at any time before Operational Capability has been reached. References in the Project Documents to the Maryland

State Highway Administration’s test methods or test designation of the American Association of State Highway and Transportation Officials (“AASHTO”), the American Society for Testing and Materials (“ASTM”), or any other recognized national organization shall mean the latest revision of that test method or Specification for the Work in effect on the day the Request for Proposal (“RFP”) is issued. Materials will be sampled and tested by the construction QC testers and samplers. Copies of all test results will be furnished to the Concessionaire’s Project Manager, the Construction QC Manager, and the MDTA’s Authorized Representative. The MDTA’s Authorized Representative may observe any sampling testing performed by the QC testers and samplers. If the MDTA’s Authorized Representative observes a deviation from the specified sampling or testing procedures, the MDTA’s Authorized Representative shall verbally describe the observed deviation to the Concessionaire’s Construction QC Manager and shall follow with a written Non-Conformance Report (“NCR”) addressing the deviation sent to the Concessionaire’s Construction QC Manager and Project Manager within twenty-four (24) hours.

(d) Quality Assurance Oversight will be performed by the MDTA’s Authorized Representative assigned to the Project. The MDTA’s Authorized Representative will periodically audit sampling and testing results. The audit and subsequent feedback to the Concessionaire’s Construction QC Manager are intended to assess the adequacy of the Concessionaire’s QC, including frequency of testing. The Concessionaire’s Project Manager will provide information to the MDTA’s Authorized Representative regarding verification that activities are completed as per the Concessionaire’s Baseline Progress Schedule.

(e) The MDTA’s Authorized Representative will provide periodic Independent Assurance to evaluate the sampling and testing personnel and testing equipment. The program will evaluate sampling procedures, testing procedures, and testing equipment of the Concessionaire’s independent construction Quality Control firm (“QC Engineer”).

(f) Concessionaire shall provide process control measures adequate to produce a constructed product of acceptable quality that conforms to the requirements of the Project Documents. The Concessionaire shall perform process control sampling, testing, and inspection during all phases of the Work at a rate sufficient to assure that the Work conforms to the requirements of the Project Documents. Concessionaire shall provide personnel and equipment capable of providing a product that conforms to specified requirements and shall provide personnel and equipment capable of confirming and documenting performance. Continual production of non-conforming Work will not be allowed.

(g) The Concessionaire shall retain the services of an independent engineering consultant (“QC Engineer”) to oversee, manage, certify, and perform construction QC activities as specified in this Section, other Project Documents, and the Concessionaire’s Quality Plan. The QC Engineer and any firm acting as a subconsultant to the QC Engineer shall not be owned by or be an Affiliate of the Concessionaire, any Principal Participant, or construction Subcontractor. The QC Engineer shall be responsible for management and scheduling of all QC inspection and QC sampling and testing of all items of construction Work. Subject to the limitations stated above, the Designer may serve as the QC Engineer. The Project’s Construction QC Manager, construction QC inspectors, and construction QC testers and samplers and their support staff

shall be employees of the QC Engineer or employees of firm(s) acting as subconsultants to the QC Engineer.

(h) The Construction QC Manager shall be responsible for overall management and supervision of the Concessionaire's construction QC programs. The Construction QC Manager shall be a Maryland-licensed Professional Engineer. The Construction QC Manager shall report directly to the Concessionaire's Quality Manager. The Construction QC Manager, or his/her designees, shall be delegated the authority to make needed improvements to the quality of Work, including the suspension of the Work if required. The Construction QC Manager shall be responsible for coordinating the schedules of the construction QC inspectors and construction QC testers and samplers with the Concessionaire's construction activities so as not to delay the Concessionaire's operations due to Construction QC inspection, sampling, and testing activities.

2.9.1 Documentation

(a) Concessionaire shall collect and preserve each of the following types of data during the Concessionaire's performance of the Work using a format for all data acceptable to the MDTA:

- (i) Daily Inspection Reports;
- (ii) Record As-Built Plans;
- (iii) Secure databases, such as spreadsheets, standard database software, and computation books;
- (iv) Material acceptance records;
- (v) Photographs; and
- (vi) Field change sheets.

(b) A daily log for construction-related activities shall be maintained by the Concessionaire's Construction Project Manager or his/her designee(s) in which all significant occurrences on the Project shall be recorded daily in a narrative form, including unusual weather events, and conditions causing or threatening to cause any significant delay, disruption, or interference with the progress of the Work; significant injuries to persons or property; and a listing of each activity depicted on the current monthly plan update which is being actively prosecuted. Also, traffic accidents in the Project area shall be noted along with lane closures in effect at the time of the accident. For Utility-related activities, such data shall be maintained separately for each Utility facility. For harmful/Hazardous Material remediation Work, such data shall be maintained separately for each Project site. Records shall document all QC operations, inspections, activities, and tests performed, including the Work of Subcontractors. Such records shall include any delays encountered and Work noted that does not conform to the requirements of the Project Documents together with the corrective actions taken regarding such Work.

(c) Within thirty (30) days following the Effective Date and to the extent information is known, Concessionaire shall provide to the MDTA the sources of supply and item material

types that will be used in the Work. For materials not initially identified or changes to the initial source provided, the source of supply shall be provided sufficiently in advance of their use. Documentary evidence that materials and equipment conform to the Project requirements shall be available at the Project site no less than twenty-four (24) hours prior to installation or use of such materials and equipment. This documentary evidence shall be retained at the Project site and shall be sufficient to identify that the specific requirements, such as Working Plans, codes, standards, or Specifications, are fulfilled by the purchased materials and equipment. Additionally, a copy of all documentary evidence that materials and equipment conform to the Project requirements shall be provided to the MDTA at the same time the Concessionaire receives such documentary evidence. The effectiveness of the QC by the Concessionaire's own forces and Subcontractors shall be assessed by the Concessionaire and the QC Engineer at intervals consistent with the importance, complexity, and quantity of the product or services. The MDTA reserves the right to audit and review these documents at any time. Upon reaching Operational Capability, the Concessionaire shall submit a certificate of compliance signed by the Concessionaire's Project Manager and Construction QC Manager indicating that all materials incorporated in the Project conform to the Project requirements.

2.9.2 Construction Quality Control for Operational Capability

The MDTA has the responsibility and authority for determining if the Project has reached Operational Capability. Concessionaire shall complete all Work and provide all documents, certifications, and other information in accordance with the Project Documents. Operational Capability will depend on QC testing and verification testing. Any deviations from the sampling and testing methods and frequencies will require the MDTA's approval prior to the start of construction on any affected Work. Operational Capability will be based on certificates of compliance and/or Manufacturer's test results where specified in the Project Documents and the individual Project Specifications.

2.9.3 Quality Plan

(a) Concessionaire shall submit a Quality Plan, updated as necessary, to the MDTA for consultation and written comment. The Quality Plan shall address the topics contained in this Section and shall meet the specified requirements of this Section as applicable. The Quality Plan shall establish a "quality system team" which shall be distinct and separate from the design and construction production organization. The quality system team shall report directly to the Concessionaire's Project Quality Manager ("Quality Manager"). The Quality Manager shall have the overall responsibility for development and management of the Concessionaire's Quality Plan and shall be responsible for the overall Quality Control program of the Concessionaire, including the quality of management, design, and construction. The Quality Plan shall describe the quality system to be implemented at all levels of the Concessionaire's organization, to include consultants, Subcontractors, suppliers, and vendors at all tiers.

(b) Concessionaire shall submit a comprehensive Quality Plan within thirty (30) days following the Effective Date. No construction shall commence until the Quality Plan is approved. Design activities may proceed upon submission of the Design Quality Control Plan and successful resolution of the MDTA's consultation and written comment.

(c) Concessionaire shall conduct management reviews of its quality system as specified in this Section. As Work progresses, Concessionaire shall update the Quality Plan to reflect current conditions. Concessionaire and/or the MDTA may identify the need for revisions to the Quality Plan. The Concessionaire shall submit any revisions or updates to the Quality Plan to the MDTA for consultation and written comment within thirty (30) days of the identification of the need for a revision. In addition, Concessionaire shall submit its Quality Plan for consultation and written comment by the MDTA annually even if no revisions have occurred during that period of twelve (12) months. Concessionaire shall submit a conformed copy of the updated Quality Plan with revisions highlighted.

2.9.4 Organizational Requirements

Concessionaire shall designate a Project Quality Manager (“Quality Manager”), who shall be responsible for overseeing the overall quality program and the preparation, implementation, and update of the Quality Plan for the Concessionaire, including management, design, and construction. The Quality Manager shall not report to the Concessionaire’s Project Manager, but shall be directly responsible to, and report to senior management or similar level of the Concessionaire’s organization not directly responsible for design or construction. The Concessionaire’s Quality Manager shall be present and available for consultation with the MDTA on an on-call basis throughout the duration of the Project. The Quality Manager shall attend the monthly progress meetings at a minimum and such other meetings as the MDTA may request, including individual meetings between the Quality Manager and MDTA staff. The Quality Manager shall be the primary point of contact to the MDTA for all issues relating to the Concessionaire’s Quality Plan (preparation, review, implementation, and updates). The Quality Manager, irrespective of other responsibilities, shall have defined authority for: ensuring that a quality system is established, implemented, and maintained; reporting on the performance of the quality system to the Concessionaire’s management for review and as a basis for improvement of the quality system; and direct supervision of the Design QC Manager and Construction QC Manager and their respective staffs.

2.9.5 Quality System Requirements

Concessionaire shall define and document its policy for quality, including objectives for quality and its commitment to quality. Concessionaire shall review the quality system at defined intervals sufficient to ensure its continuing suitability and effectiveness in satisfying the requirements of this standard and the Concessionaire’s stated quality policy and objectives. Concessionaire shall establish, document, and maintain a quality system as a means of ensuring that products conform to specified requirements. The Quality Plan shall include or make reference to the quality system procedures and outline the structure of the documentation used in the quality system. The Quality Plan shall cover temporary and permanent components. The Quality Plan shall either contain or reference the procedures and documentation structure that is considered critical to quality. The Quality Plan shall also establish or reference the procedures that make up the quality system. The plan shall detail the roles, responsibilities, and authority of the Concessionaire, the Quality Manager, the Designer, the Design and Construction QC

Managers, and other team members having a significant quality role. The Quality Plan shall define policies, goals, and objectives of the organization and organizational interfaces.

2.9.6 Design Control

(a) Concessionaire shall establish and maintain documented procedures to control and verify the design of the product in order to ensure that the specified requirements are met. Design control shall be applied to computer programs, design tables, and other products that provide analytical results which are used to develop or check designs. The plan shall detail the roles of the: Designer; Design Manager; Design QC Manager; and Responsible Engineer(s)/Architect(s).

(b) Concessionaire shall prepare a Design Quality Control Plan for each design and development activity. The Design Quality Control Plan shall describe or reference these activities and define responsibility for their implementation. The Design Quality Control Plan shall be updated as the design evolves. The Design Quality Control Plan shall define the technical interfaces among the different groups which provide input to the design process or receive output. The necessary information shall be documented, transmitted, and regularly reviewed.

(c) Design input requirements relating to the product, including applicable statutory and regulatory requirements shall be identified, documented, and their selection reviewed by the Concessionaire for adequacy. Incomplete, ambiguous, or conflicting requirements shall be resolved with those responsible for imposing these requirements.

(d) Concessionaire shall document design output and express output in terms that can be verified and compared against design input requirements and validated. The control of these design outputs is an integral part of the Concessionaire's document control process, which comprises a portion of the Design Quality Control Plan. Output documentation shall be reviewed for compliance with Design Requirements.

2.9.7 Design Review and Verification

(a) At appropriate stages of design, documented reviews of the design results shall be planned and conducted. Participants at each design review shall include representatives of all functions concerned with the design stage being reviewed as well as other specialist personnel, as required.

(b) Design verification is the process of ensuring that verified requirements have been met. The Design Quality Control Plan shall include procedures for verifying and documenting that the design output meets the design input requirements. Verification shall include independent checks, tests, and/or reviews. Verification shall be performed under the direction of the Design QC Manager. Designs provided by Subconsultants shall be independently verified and documented under the direction of the Design QC Manager prior to acceptance and incorporation into the Work of others.

(c) Concessionaire shall perform design validation to ensure that the Project conforms to defined user needs and/or requirements. The Design Quality Plan shall identify appropriate validation procedures.

(d) Concessionaire shall establish and include in the Design Quality Control Plan procedures on how design changes are initiated, reviewed, approved, implemented, and recorded in order to maintain configuration control, and shall include the identification of Persons authorized to approve design changes. Any proposed changes should be reviewed and approved by the Responsible Engineer/Architect that produced the original Work. The degree and nature of control on design changes shall be at least equivalent to that under which the original Work was accomplished.

2.9.8 Inspection and Testing

(a) Concessionaire shall establish and maintain documented procedures for inspection and testing activities in order to verify that the specified requirements for the Project are met. The required inspection and testing, and the records to be established, shall be detailed in the Quality Plan or documented procedures. Concessionaire shall establish, document, and maintain procedures for inspection and testing activities. QC inspection and testing shall be performed in accordance with written procedures developed by the Concessionaire, or the proper issue of test procedures issued by industry, government, and/or code bodies available to test personnel.

(b) Quality Check Points and hold points (Work that must be inspected and approved by the assigned QC inspector before Work can proceed) shall be clearly established and identified. QC inspection procedures, logistics, and reporting of results shall be clearly defined, developed, and implemented.

(c) Concessionaire shall ensure that incoming product is not used or processed until it has been inspected or otherwise verified as conforming to specified requirements. Verification of the specified requirements shall be in accordance with the Quality Plan and/or documented procedures.

(d) Concessionaire shall inspect and test the product as required by the Quality Plan and/or documented procedures and hold product until the required inspection and tests have been completed or necessary reports have been received and verified. Concessionaire shall establish and maintain records which provide evidence that the product has been inspected and/or tested.

Section 2.10 Public Art – Existing Murals

The Concessionaire shall properly remove murals on the second floor walls of the Maryland House Primary Service Facility, which shall be removed and given to MDTA in accordance with the MDTA Mural Conservation Plan, which will be later developed, but to be provided to the Concessionaire prior to removal. Removal and temporary storage and transfer shall be by a qualified art archivist in order to protect the murals for storage and to prevent damage.

ARTICLE III
Initial: Construction Plans and Drawings

Section 3.1 Conceptual Design Plans

Concessionaire, at its sole cost and expense, and in addition to each and every other obligation of Concessionaire under this Lease and Concession Agreement, shall be required to fund and implement the Initial Improvements and Reinvestments, the budgets of which are Exhibits G-1 and G-2 of the Lease and Concession Agreement. Attached hereto as Attachment A are the plans and project description and narrative that set forth the general scope and content of the Initial Improvements, preliminary floor plans for each of the Travel Plazas, interior and exterior materials lists which have been approved by MDTA (the “Conceptual Design Plans”). The Conceptual Design Plans shall be sufficient for Concessionaire’s compliance with Appendix 1, Section 2.2 of this Lease and Concession Agreement. Concessionaire shall prepare the Definitive Design Review Plans and the Final Design Review Plans generally in accordance with the Conceptual Design Plans. Concessionaire shall be responsible, at its sole cost and expense, for the performance of all activities related to the funding, design, construction and implementation of the Initial Improvements, including Community Outreach and obtaining all applicable Governmental Approvals.

Section 3.2 Definitive Design Review Plans

Concessionaire shall, on or before the time specified therefore in the Construction Schedule, submit to MDTA for its review and approval, eight (8) sets of Definitive Design Review Plans and specifications in accordance with this Lease and Concession Agreement for Initial Improvements (referred to herein, as the “Definitive Design Review Plans”) to be constructed in accordance with the timeline set forth on the Construction Schedule (as the same may be amended in accordance with this Lease and Concession Agreement). Concessionaire shall include with the Definitive Design Review Plans as much of the information described in Appendix 1, Section 3.4 of this Lease and Concession Agreement as may be available but, at a minimum shall include preliminary floor plans, plumbing, electrical and HVAC layouts and information and a preliminary LEED certification checklist. MDTA shall review the Definitive Design Review Plans and shall provide Concessionaire feedback with respect thereto, initial code review and to the extent necessary information is provided, a preliminary environmental review by necessary Governmental Authorities. Such MDTA review and feedback shall be completed as soon as reasonably practicable.

Section 3.3 Final Design Review Plans

Following the Definitive Design Review Plans, Concessionaire shall, on or before the time specified therefore in the Construction Schedule, submit to MDTA for its review and approval, eight (8) sets of Final Design Review Plans and specifications in accordance with this Lease and Concession Agreement for Initial Improvements (referred to herein, as the “Final Design Review Plans”) to be constructed in accordance with the timeline set forth on the Construction Schedule (as the same may be amended in accordance with this Lease and

Concession Agreement). Concessionaire shall include with the Final Design Review Plans as much information as available as to each of the categories described in Appendix 1, Section 3.4 of this Lease and Concession Agreement. To the extent MDTA provided any review comments following submission of the Definitive Design Review Plans, Concessionaire will indicate which comments have and have not been incorporated into the Final Design Review Plans. Concessionaire shall provide an explanation as to those review comments that have not been incorporated into the Final Design Review Plans. Responses to previous review comments and marked-up plans, specifications and other data, each as determined by Concessionaire, may be submitted with the Final Design Review Plans. MDTA shall review the Final Design Review Plans and shall provide Concessionaire feedback with respect thereto, initial or follow-up code review and to the extent necessary information is provided, a preliminary or follow-up environmental review by necessary Governmental Authorities. Such MDTA review and feedback shall be completed as soon as reasonably practicable.

Section 3.4 Review and Approval of Improvements Plans

3.4.1 Concessionaire's Submittals to MDTA

Concessionaire shall submit to MDTA, with respect to each Travel Plaza, on or before the time specified in the Construction Schedule for review and approval Concessionaire's detailed construction plans and specifications for the Initial Improvements for each Travel Plaza based upon the Definitive Design Review Plans and the Final Design Review Plans for such Travel Plaza. The exact nature of the Initial Improvements contained in the plans and specifications shall be determined by Concessionaire subject to the approval of MDTA.

3.4.1.1 Such plans and specifications shall include a clear description of, at a minimum, the following:

- (a) Site layout and uses;
- (b) Building masses and dimensions and details relating to the wall and roof systems;
- (c) HVAC systems;
- (d) Electrical distribution;
- (e) Plumbing layouts, including waste disposal and septic systems, if applicable;
- (f) Emergency systems, including emergency generators;
- (g) Illumination plans and systems, including parking lot security systems;
- (h) Interior and exterior building design features and finishes with material specifications, including proposed color samples of all prominent materials including but not limited to walls, furniture, floor tiles, bathroom partitions, case work, trim work, and ceilings;
- (i) Furniture, fixtures and equipment;
- (j) Parking and striping layout;

- (k) Idle-reduction systems;
- (l) Access ways;
- (m) Traffic patterns;
- (n) Services available at each Travel Plaza at any particular time, particularly restroom services;
- (o) The Welcome/Visitor Centers;
- (p) The kitchen layout and design;
- (q) Stormwater drainage;
- (r) Signage;
- (s) Trash and recycling receptacles, new fences, public comment boxes, telephones, ATMs, security and surveillance systems and other equipment and systems required for the provision of the services identified in Article IX;
- (t) Fuel Service Equipment systems, specification, design and layout; and
- (u) Food and Beverage Equipment layout and specifications for Major Subcontractors.

3.4.1.2 Such detailed plans as submitted by Concessionaire shall provide:

- (a) that all Fuel Service facilities and Fuel Service Equipment will comply with all Legal Requirements and will be equal to or exceed the standards and capacity of facilities normally developed under similar circumstances (including the number of fueling locations), thereafter any new Fuel Service Equipment shall be of a quality equal or superior to the original equipment;
- (b) that all aspects of the Leased Premises shall conform to all requirements of the ADA, as may be amended prior to submission of such detailed plans, and any other applicable Legal Requirements and the Performance Standards;
- (c) that restrooms will be located in a secure, highly visible locations;
- (d) that a janitor's closet shall be provided adjacent to the restrooms for maintenance personnel;
- (e) for sufficient LEED elements in the planning, design, construction and/or operation of each Travel Plaza such that the Travel Plazas shall result in a silver LEED certification under the most current LEED standards.

3.4.1.3 Such plans and specifications shall also include a budget for such Initial Improvements, Permitting Schedule, a revised Construction Schedule depicting the critical milestones for each Travel Plaza and an applicable LEED checklist.

3.4.1.4 In connection with MDTA’s review and approval of all Equipment and Fixtures and Fuel Service Equipment, Concessionaire shall provide MDTA with such documentary and other information regarding the type and quality of such Equipment and Fixtures and Fuel Service Equipment, as MDTA may request, including catalog cuts and other manufacturer specifications and warranties.

3.4.1.5 MDTA will use good faith efforts to approve or disapprove the Definitive Design Review Plans, the Final Design Review Plans or any Plans and Specifications related thereto (or proposed modification thereof) as soon as reasonably practicable following its receipt of the same prepared in accordance with the provisions of this Article by Concessionaire; provided that any such disapproval of any such Definitive Design Review Plans and the Final Design Review Plans shall not be based upon design or other considerations unless such design or considerations are substantially different from the Conceptual Design Plans, earlier approved versions of the Definitive Design Review Plans and the Final Design Review Plans, and, to the extent applicable, Improvements Plans submitted by Concessionaire and approved by MDTA with respect to other similar portions of the Leased Premises. Following any disapproval by MDTA, Concessionaire and MDTA agree to cooperate with one another to address and resolve MDTA’s concerns as soon as reasonably possible. The Plans and Specifications, once approved as hereinabove provided, only may be amended or supplemented with MDTA’s prior written approval (such plan as approved and as same may be so amended or supplemented, being hereinafter referred to as the “Improvements Plan”). Any inaction by MDTA to approve or disapprove any such plans shall not be construed to mean MDTA approval. The provisions of this Appendix 1, Section 3.4 of the Lease and Concession Agreement shall be subject to the further provisions of Appendix 1, Section 3.6 of the Lease and Concession Agreement below.

3.4.2 Schedule Review Meetings

Prior to Completion of the Initial Improvements, MDTA and Concessionaire shall meet not less frequently than weekly at such time and place as the parties may mutually agree to review the Permitting Schedule, Community Outreach Schedule and Construction Schedule (or any modifications or updates to such schedules) and progress of the construction and redevelopment of the Leased Premises.

Section 3.5 Governmental Approvals

(a) Concessionaire shall be responsible, at its sole cost, to diligently pursue any and all applicable Governmental Approvals (including, if required, appearing at any required public meeting or hearing, or otherwise assisting MDTA in obtaining any approvals pursuant to necessary Governmental Authorities) as may be necessary to implement the Improvements Plan. Concessionaire shall pay or reimburse MDTA promptly upon demand for any reasonable fees, costs and expenses incurred by MDTA in connection with any review by necessary Governmental Authorities documentation or proceedings. Concessionaire shall keep MDTA currently advised as to the dates the applications are filed and as to the dates of any hearings thereon, and as to the dates applications are approved or rejected. MDTA shall be named as the owner of the Leased Premises on all such applications and will cooperate with Concessionaire, at

no cost to MDTA, in obtaining approvals from Governmental Authorities, as necessary or appropriate, for the Improvements or operations at the Travel Plazas or on the Leased Premises. Concessionaire shall file any and all applications with applicable Governmental Authorities for any Travel Plaza or the Leased Premises no later than forty-five (45) days after MDTA's approval of the Final Design Review Plans for such Travel Plaza or the Leased Premises.

(b) If, despite diligent effort on the part of Concessionaire, Concessionaire is unable to obtain all Governmental Approvals necessary to implement the Improvements Plans for any one or more Travel Plazas or the Leased Premises, as approved by MDTA or as reasonably modified to address concerns or requests raised during the permitting, licensing and Governmental Approval process, on or prior to the date which is one hundred eighty (180) days following submission of the application to the applicable Governmental Authorities for any such Travel Plaza or the Leased Premises, the parties shall in good faith propose mutually satisfactory changes to the Improvements Plan and/or Construction Schedule for any such facility and/or this Lease and Concession Agreement as a consequence of any such concerns or requests.

(c) If Concessionaire is unable to obtain all Governmental Approvals necessary to implement the Improvements Plan for any of the Travel Plazas or the Leased Premises within one year from the first application for such Governmental Approval due to litigation pursued by third parties, MDTA and Concessionaire will endeavor in good faith to develop mutually satisfactory changes to address any such concerns or requests raised as a consequence of such litigation.

(d) If no mutually satisfactory changes to this Lease and Concession Agreement and/or the Improvements Plan for any affected Travel Plaza or the Leased Premises are developed within one hundred eighty (180) days following the earlier of (i) one year following the initial application for such Governmental Approval, or (ii) the refusal of the applicable Governmental Authority to issue such necessary Governmental Approval for such Travel Plaza or the Leased Premises or if implementation of the Improvements Plan is otherwise delayed due to litigation by third parties, the parties agree that renovation to such applicable Travel Plaza will be modified to the closest alternative that is commercially reasonable and for which approval can be obtained and which is consistent with the other Travel Plaza.

Section 3.6 Concessionaire's Construction Drawings

MDTA shall have the right to review and approve all schematic, design, construction, and remodeling drawings relating to any Improvements and the Travel Plazas (including all related signage). With respect to all Improvements to be constructed by Concessionaire, Concessionaire, at its sole cost and expense, shall provide to MDTA detailed plans and specifications for the installation, construction, dimensions and location of such Improvements for MDTA's approval. Such plans and specifications shall be prepared in accordance with all applicable Legal Requirements by a licensed engineer, architect or landscape architect (as applicable) reasonably acceptable to MDTA and delivered under seal. In the event that MDTA disapproves any aspect of such plans and specifications, MDTA shall specify the reasons therefore in reasonable detail to Concessionaire. MDTA will use diligent efforts to approve or disapprove such plans and

specifications as soon as reasonably practicable following its receipt of detailed plans and specifications prepared in accordance with the provisions hereof by Concessionaire. Following any disapproval of such plans and specifications, Concessionaire and MDTA agree to cooperate with one another to address and resolve MDTA's concerns as soon as reasonably possible. Such plans and specifications, once approved as hereinabove provided, only may be amended or supplemented with MDTA's prior written consent (such plans and specifications, as same may be so amended or supplemented, being hereinafter referred to as the "Concessionaire's Construction Drawings") and shall be incorporated herein. Any inaction by MDTA to approve or disapprove shall not be construed to mean MDTA approval. Review and approval by MDTA of Concessionaire's Construction Drawings shall not relieve Concessionaire from any responsibility for developing fully functional Improvements, furnishing equipment and materials of proper dimension or quantity, nor shall such review and approval relieve Concessionaire of responsibility for errors and omissions, code compliance, Legal Requirements, and/or completeness in the preparation of construction drawings. By its review and approval, MDTA shall in no way be deemed to have warranted the documents satisfy the foregoing requirements or to have assumed any responsibility or liability for errors or omissions contained therein. Concessionaire acknowledges that any approval of MDTA under this Article shall not be deemed a representation or warranty of MDTA that the Concessionaire's Construction Drawings are adequate for any use or purpose or comply with any applicable Legal Requirement, but shall merely be the consent of MDTA thereto for purposes of this Article.

ARTICLE IV **Progress with Construction**

Section 4.1 Construction of Improvements; MDTA Status Report; Minimal Inconvenience

(a) Following the approval of the Improvement Plans and the entering into of the applicable contracts with the General Contractor and Construction Subcontractors but prior to the commencement of any construction work with respect to the Initial Improvements at any applicable Travel Plaza, Concessionaire shall require the Construction Bonds be delivered for those Travel Plazas where the Improvements are being performed.

(b) At such time as MDTA shall have issued a NTP to Concessionaire, Concessionaire shall diligently proceed to, and shall, complete the installation and construction of the Improvements contemplated by the Concessionaire's Construction Drawings, in accordance with Plans and Specifications, the NTP, Concessionaire's Construction Drawings, on time in accordance with the Construction Schedule and the terms hereof. Concessionaire shall not commence any work unless and until a NTP has been issued by MDTA. All such work shall be performed in a good and workmanlike manner, using components that are consistent with and meet the requirements of the Plans and Specifications, are of good quality and constructed in a good and workmanlike manner in accordance with the industry standards of their respective kind and components in each case in accordance with all applicable Legal Requirements as approved in the Plans and Specifications. All such work shall be paid by Concessionaire in a timely manner and in accordance with the progress benchmarks identified in Concessionaire's

Construction Schedule. Concessionaire shall use commercially reasonable efforts to minimize inconveniences to the motoring public during the construction of any and all Improvements.

(c) Concessionaire shall keep MDTA informed, on not less than a weekly basis, of the progress of the Completion of construction of any and all Improvements, and the anticipated Completion date thereof. During the construction of the Improvements, MDTA and MDTA's Authorized Representative(s) shall have the right to ascertain Concessionaire's compliance with the terms and provisions of this Lease and Concession Agreement and the pertinent NTP and otherwise ascertain the status of the Completion thereof.

(d) Promptly following the Completion of such construction of any Improvements, Concessionaire shall provide to MDTA a certificate from Concessionaire and a licensed engineer, architect or landscape architect (as applicable) reasonably acceptable to MDTA, in form and substance reasonably acceptable to MDTA, to the effect that all such work has been completed in accordance with the Plans and Specifications, all applicable Legal Requirements, Concessionaire's Construction Drawings and the NTP, which shall be delivered with an Acknowledgement. In addition, Concessionaire shall provide MDTA with the Asbestos Certification in a format acceptable to the MDTA prior to Completion. If applicable, Concessionaire shall deliver copies of any and all current licenses and registration(s) for all pertinent licensed professionals providing design, construction and environmental services with respect to this Lease and Concession Agreement to MDTA no later than forty-five (45) days prior to the start of any construction or remediation work, as evidence that such are in full force and effect.

Section 4.2 Construction Schedule; Completion of Initial Improvements

Concessionaire shall complete the Initial Improvements in accordance with the Construction Schedule and successfully meet progress benchmarks identified in the Construction Schedule, Attachment B. Concessionaire shall have the right to propose changes to the Construction Schedule from time to time, which shall be subject to the approval of MDTA, which approval shall not be unreasonably withheld or delayed. Concessionaire shall nonetheless consult with and keep MDTA reasonably apprised as to any such modification or amendment. All Construction Schedule changes, modifications or amendments shall be submitted to MDTA. Any change, modification or amendment to the Construction Schedule for either Travel Plazas herein shall not extend the Outside Completion Date, except in accordance with Appendix 1, Section 5.4.

Section 4.3 Reinvestments

Attachment F of this Appendix sets forth the proposed Reinvestments through the Reinvestment Plan. Not later than March 1, 2017 and not later than each March 1 in each Lease Year thereafter, Concessionaire shall deliver to MDTA a rolling five year capital expenditure plan, which plan will not be materially inconsistent with the Reinvestment Budget, Exhibit G-2 of the Lease and Concession Agreement, and Attachment F of Appendix 1, as the same may be modified by mutual agreement of Concessionaire and MDTA, to the extent necessary to address

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

Section 4.4 Operational Capability

4.4.1 General

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

4.4.2 Final Clean-Up

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

ARTICLE V **Requirements Upon Completion**

Section 5.1 Warranties; As Built Plans

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

Service Equipment warranties and reports, roof warranties, and all other written warranties relating to the buildings and building systems. Concessionaire shall use commercially reasonable efforts to cause MDTA to be named as a beneficiary on all warranties in excess of five (5) years at no cost to Concessionaire. Within ninety (90) days following the Completion of construction of any Improvements, Concessionaire shall submit to MDTA one (1) electronic and one (1) paper copy of the drawings and complete files of the “As-built” Plans and Specifications of the same. Upon expiration or Termination of this Lease and Concession Agreement, all warranties of any kind or nature existing with respect to Improvements that are or will become the property of MDTA as contemplated by Section 2.7 of the Lease and Concession Agreement shall automatically be assigned and set over to MDTA absolutely, without further action on the part of the parties, with the same force and effect as though all such warranties expressly ran for the benefit of MDTA. Without limiting the effectiveness of the preceding sentence, Concessionaire shall execute and deliver, at no cost to MDTA such further instruments of assignments with respect to any one or more of such assignments as MDTA may reasonably request from time to time in order to more fully confirm, perfect or protect MDTA’s right, title or interest in or to such warranties.

Section 5.2 Title to Plans and Specifications

Notwithstanding any contrary provision contained herein, the Conceptual Design Plans and, upon MDTA approval thereof, the Definitive Design Review Plans, the Final Design Review Plans, and all Improvement Plans, including Concessionaire’s Construction Drawings and all other Plans and Specifications, including “As-Built” surveys or plans (but excluding plans for Improvements that are property of a Subcontractor), shall be jointly owned by MDTA and Concessionaire. In furtherance of the foregoing, Concessionaire hereby assigns, transfers and sets over to MDTA, Concessionaire’s right, title and interest therein, such that during the Term, Concessionaire and MDTA shall jointly own all such Plans and Specifications and after the Term MDTA shall solely own all such Plans and Specifications thereafter.

Section 5.3 Discharge of Liens

5.3.1 No Creation of Liens

Except as provided in Appendix 3, Concessionaire shall not create or permit to be created any Lien upon or against any portion of any of the Leased Premises, the Improvements, MDTA’s income from any of the foregoing, or any assets of MDTA, and Concessionaire shall not do or suffer any other matter or thing whereby the rights of MDTA in the Leased Premises, the Improvements or any part thereof might be diminished or impaired.

5.3.2 Discharge or Bonding over of Liens

If any Lien created by Concessionaire or any Subcontractor shall be filed upon or against any portion of the Leased Premises, the Improvements, MDTA’s income from any of the foregoing, or any assets of MDTA, then Concessionaire, within twenty (20) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

5.3.3 No Liability of MDTA for Labor or Materials

Nothing in this Lease and Concession Agreement shall be deemed or construed in any way as constituting the consent or request of MDTA, expressed or implied by inference or otherwise, to any contractor, Subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of any portion of the Leased Premises, the Improvements, or as giving Concessionaire any right, power or authority to contract for or permit the rendering of any services or the furnishing of materials that would give rise to the filing of any Lien against MDTA's interest in any portion of the Leased Premises, the Improvements, MDTA's income from any of the foregoing or any assets of MDTA. Notice is hereby given, and Concessionaire shall cause all contracts for construction relating to the Leased Premises or the Improvements to provide, that MDTA shall not be liable for any work performed or to be performed on the Leased Premises by any contractor, Subcontractor, laborer or materialmen for any materials furnished or to be furnished on the Leased Premises by any contractor, Subcontractor, laborer or materialmen and that no Lien for such work or materials shall attach to or affect the estate or interest of MDTA in and to the Leased Premises, the Improvements, MDTA's income from any of the foregoing or any assets of MDTA. Concessionaire shall have no power to do any act or make any contract that may create or be the foundation for any Lien upon the estate, income or assets of MDTA, or of any interest of MDTA in the Leased Premises or the Improvements.

5.3.4 Asbestos Certification

(a) Concessionaire shall not use materials containing asbestos. It is the expressed intent of the MDTA that no materials containing asbestos of any kind or amount be installed during the course of the Work. If any asbestos containing material is found to have been installed as a result of the Work, Concessionaire shall be required to remove such material, at its sole cost and expense, as soon as such determination is made. The Concessionaire shall also replace the removed material with materials that do not contain asbestos of any kind or amount. Throughout the Term of the Lease and Concession Agreement, the MDTA reserves the right to conduct testing on any building material(s) suspected to contain asbestos unless the Concessionaire provides a certification from the manufacturer that the building material(s) in question are asbestos-free.

(b) Upon completion of the Work, the Concessionaire shall provide a notarized certification, signed by a Maryland licensed architect or engineer, in a format acceptable to the MDTA, that no asbestos-containing materials have been used in the Work.

Section 5.4 Outside Completion Date

Concessionaire shall Complete the Initial Improvements, in accordance with the Plans and Specifications developed pursuant to this Appendix, at each and all of the Travel Plazas on or before September 16, 2014 (the "Outside Completion Date") provided that:

(a) The Outside Completion Date shall be extended as a consequence of an Unavoidable Delay in accordance with Section 9.38 of the Lease and Concession Agreement;

- (b) The Outside Completion Date shall be extended:
- (i) For each day that any Definitive Design Review Plans, any Final Design Review Plans or any Plans and Specifications (to the extent the same are submitted in accordance with the requirements and content of Appendix 1, Article 3) are not approved by MDTA within sixty (60) days of submission of the same pursuant to Appendix 1, Article 3 of this Lease and Concession Agreement;
 - (ii) For each day of delay for obtaining Governmental Approvals beyond customary time periods for obtaining such Governmental Approvals and as provided in Appendix 1, Section 3.5; and
 - (iii) For each day of actual delay with respect to any Improvements at any of the Travel Plazas as a result of any Pre-Existing Contamination not actually known by Concessionaire on the date hereof;

provided that, with respect to the items described in this clause (b), Concessionaire shall as soon as practicable after the occurrence thereof notify MDTA in writing of the same, together with a reasonably detailed explanation of the event or occurrence and a reasonable estimate of the delay that affects the Outside Completion Date, including an updated Construction Schedule. In connection with any claimed delay under this Section, MDTA, after receipt of such notice, may request that Concessionaire provide such further supporting evidence relative to the event or occurrence as may be reasonably requested by MDTA.

(c) Without limiting the generality of the provisions of Appendix 1, Sections 5.4(a) and 5.4(b), Concessionaire may request that the Outside Completion Date be extended upon application to MDTA stating the reasons for the need for such extension, which application may be granted or denied by MDTA in its sole discretion;

(d) Without limiting the generality of the provisions of Appendix 1, Section 5.4(c), Concessionaire shall not be in breach of this Appendix 1, Section 5.4 if Concessionaire has not Completed the Initial Improvements on or before the Outside Completion Date as the same may be extended pursuant to Appendix 1, Sections 5.4(a), 5.4(b) or 5.4(c) if and to the extent that Concessionaire is diligently pursuing all Governmental Approvals and the Completion of the Improvements. If Concessionaire fails to reach progress benchmarks in accordance with the Construction Schedule, Concessionaire shall be in breach of this Lease and Concession Agreement. MDTA shall impose and Concessionaire shall pay monthly the per diem sum of liquidated damages for failing to meet such progress benchmarks identified in Concessionaire's Construction Schedule, which shall be set as the projected annual average per diem revenues over the initial five year period. In addition, if Concessionaire fails to complete Initial Improvements on or before the Outside Completion Date, MDTA shall, impose and Concessionaire shall pay monthly the per diem sum of liquidated damages per Travel Plaza for each calendar day each such Travel Plaza is not Completed on or before the Outside Completion Date as the same may be extended pursuant to Appendix 1, Sections 5.4(a), 5.4(b) or 5.4(c) on the day Monthly Payments are due. Concessionaire hereby acknowledges and agrees that such

liquidated damages are not a penalty but a reasonable estimate of the damages caused by such delays.

(e) If the Outside Completion Date is effectively extended pursuant to this Section, Concessionaire will send MDTA a letter confirming such revision to the Outside Completion Date.

(f) If MDTA disagrees with or disputes all or any portion of any Concessionaire's claim for an extension under Appendix 1, Section 5.4(b), MDTA may refer the matter to the dispute resolution procedure pursuant to Article XVI of the Lease and Concession Agreement.