TA FRANCHISE SYSTEMS LLC
FRANCHISE DISCLOSURE DOCUMENT

TA® CENTER

2022 FDD

FRANCHISE DISCLOSURE DOCUMENT

TA FRANCHISE SYSTEMS LLC
A Delaware Limited Liability Company
24601 Center Ridge Road
Westlake, Ohio 44145-5634
(440) 808-9100
Franchising@ta-petro.com
www.ta-petro.com/franchising

TravelCenters of America

As a franchisee, you will operate a TA Center, which is a travel center facility located next to or near a highway.

The total investment necessary to begin operation of a TA Center (as described below) is from $1,390,000 to $27,230,000. This includes payment to us and/or an affiliate of from $225,000 to $378,000.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the TA Franchise Administration Department by mail at 24601 Center Ridge Road, Westlake, Ohio 44145-5634, by phone at (440) 872-6099, or by email at franchising@ta-petro.com.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*Buying a Franchise, A Consumer Guide,*" which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date:

May 2, 2022, as amended October 20, 2022, and as further amended March 15, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Exhibit D includes franchisor's financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only TravelCenters of America business in my area?	Item 12 and the "territory" provisions in the Franchise Agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a TravelCenters of America franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The Franchise Agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The Franchise Agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the Franchise Agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your Franchise Agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The Franchise Agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit B.

Your state also may have laws that require special disclosures or amendments be made to your Franchise Agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The Franchise Agreement requires you to resolve disputes with the franchisor by litigation only in Ohio. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Ohio than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails

   Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED
BY
STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the state of Michigan. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the state of Michigan.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise
525 West Ottawa Street
670 G. Mennen Williams Building
Lansing, Michigan 48906
(517) 335-7567

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

TABLE OF CONTENTS

Item 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

FRANCHISOR

To simplify the language in this Franchise Disclosure Document, "TA Franchise" or "we" means TA Franchise Systems LLC, the franchisor. "You" means the person or entity who buys the franchise. If "you" are a corporation or limited liability company, "you" includes your owners. The term "affiliate" means an entity controlled by, controlling, or under common control with, another entity.

TA Franchise is a Delaware limited liability company originally formed as a Delaware corporation on July 13, 1982, and converted to a Delaware limited liability company on January 31, 2007. TA Franchise's principal place of business is 24601 Center Ridge Road, Westlake, Ohio 44145-5634. Our agents for service of process are disclosed in **Exhibit A**. We conduct business under the names TravelCenters of America, TravelCenters, TA and TA Express.

We have offered franchises for full service TA Centers (as defined below) since 1990. In addition to the offering franchises for full service TA Centers as described in this disclosure document, we also offer travel center franchises for limited service TA Express Centers (as defined below), which are described in a separate disclosure document. We have offered franchises for TA Express Centers since 2018. We do not offer franchises in any other type of business and we do not have any other business activities.

PARENTS

TA Franchise is a wholly owned subsidiary of TravelCenters of America Inc., a Maryland corporation ("TA"). Effective August 1, 2019, TA's predecessor, TravelCenters of America LLC, a Delaware limited liability company that was formed on October 10, 2006, converted to TA. TA currently owns all of the outstanding membership interests of TA Franchise. TA is a publicly traded company whose stock is listed on the Nasdaq Stock Market. TA has never directly offered franchises of any sort.

TA Franchise was previously a wholly owned subsidiary of TravelCenters of America Holding Company LLC, a Delaware limited liability company ("TA Holding"). On September 20, 2020, TA Holding merged into its parent, TA. TA Holding no longer exists. TA Holding never directly offered franchises of any sort.

On February 15, 2023, TravelCenters of America Inc., the parent company of TA Franchise Systems LLC and Petro Franchise Systems LLC, entered into an Agreement and Plan of Merger pursuant to which TravelCenters of America Inc. will become an indirect wholly-owned subsidiary of BP Products North America Inc. ("BPPNA"), an indirect wholly-owned subsidiary of BP p.l.c. This transaction is subject to shareholder approval as well as the satisfaction of other customary closing conditions and regulatory approvals. The parties anticipate the merger will close by mid-year 2023. When the merger closes, TA Franchise Systems LLC and Petro Franchise Systems LLC will become affiliated with the following fuel sales facilities and franchise programs: BPPNA, or its parent, BP Corporation North America Inc., has directly operated motor fuel sales facilities since the mid-1970s. BPPNA does business under its corporate name, and under the names “Amoco”, “BP”, “ampm”, and “ARCO”. As of December 31, 2022, there were approximately 6,926 BP and Amoco-branded retail outlets nationwide. As of December 31, 2022, BPPNA’s contractors and its franchisees operate approximately 515 ARCO-branded motor fuel sales facilities in Northern California, Oregon, and Washington. BPPNA’s contractors and its franchisees operate approximately 420 ampm mini markets in Northern California, Oregon, and Washington. BPPNA’s principal business address is 30 S. Wacker Drive, Suite 900, Chicago, IL 60606.

AFFILIATES

Petro Franchise Systems LLC, a Delaware limited liability company (“Petro Franchise”), is our affiliate. Petro Franchise offers franchises for the operation of full-service, limited-service, and select-service travel center facilities (“Petro Centers”), under the name “Petro Stopping Center” and several other trademarks and service marks (the “Petro System”). Petro Franchise was formed on August 12, 2008. Petro Franchise’s principal place of business is 24601 Center Ridge Road, Westlake, Ohio 44145-5634. Petro Franchise has offered franchises since 2008. Petro Franchise’s predecessors have offered travel center franchises since 1984. As of December 31, 2021, there were 15 franchises in the Petro System. Petro Franchise has never operated a business of the type being franchised here.

TA Operating LLC, a Delaware limited liability company (“TA Operating”), is our affiliate. TA Operating owns trade names, trademarks, service marks, and intellectual property used by our franchisees. TA Operating is also the supplier of certain services and proprietary products to our franchisees. TA Operating was originally formed as a Delaware corporation on July 18, 1993 and converted to a Delaware limited liability company on January 31, 2007. TA Operating’s principal place of business is 24601 Center Ridge Road, Westlake, Ohio 44145-5634. TA Operating or its predecessors have operated restaurants and travel centers since 1993. As of December 31, 2021, TA Operating operates 160 TA Centers and 8 TA Express Centers. TA Operating also operates 63 Petro Centers.

For purposes of this Disclosure Document, TA, TA Operating, and Petro Franchise together with other companies under common control of TA, are sometimes collectively referred to as “Affiliates.”

DESCRIPTION OF FRANCHISE

We offer franchises for the establishment and operation of full-service travel centers and truck stop facilities which typically offer all the products (“Products”) and services (“Services”) set forth in the TA System (as defined below), including but not limited to truck maintenance and repair services, laundry facilities, a store, a driver’s lounge and showers, multiple quick serve restaurants, and such other amenities deemed compatible by us, in our sole discretion (each a “TA Center”). While the exact site requirements for TA Centers vary on a case by case basis, the typical TA Center includes 100 paved truck parking spaces, a 15,000 square feet building, six diesel lanes all with DEF, eight gasoline MPDs, 75 paved car parking spaces, one anchor QSR and one complementary QSR, six showers, separate truck and passenger vehicle driveways, a high-rise sign, a mid-rise sign, and a 3-bay shop. Notwithstanding the above, we may increase, decrease, or otherwise modify the site requirements, and the range of Products, Services, and amenities required to be offered at any particular TA Center on a case-by-case basis and in our sole discretion.

We also offer franchises for different types of smaller, limited-service travel centers known as TA Express Centers, under a separate disclosure document. TA Express Centers do not typically offer the full range of Products, Services, and amenities offered by a TA Center.

The location of a TA Center is referred to as the "Franchised Premises" or the "Site."

TA Centers are established and operated pursuant to TA Franchise's system (the "TA System"). The TA System is characterized by our, or our Affiliates', collection of procedures, policies, standards, specifications, controls and other distinguishing elements, including distinctive signage, interior and exterior design, décor and color schemes, including as set forth in our plans (the "Development Plans"); recipes and menu items, uniform standards, specifications and procedures for operation; quality and uniformity of products and services; training and assistance; and advertising, promotional, marketing and public relations programs; all of which we may change, improve and further develop in our discretion (see Items 8, 11, 14 and 16). The TA System and certain of its mandatory (and suggested) standards, specifications, and procedures (the "TA System Standards") are set forth in our Confidential Operations Manual, as well as in other written materials (including, as applicable, audiotapes, videotapes, magnetic media, computer software and written materials) that we furnish to franchisees from time to time for use in operating a TA Center (collectively, the "Manual"). The TA System is also characterized by certain core programs (the "Core Programs"), which are set forth in the Manual and otherwise communicated to franchisees in writing. You are required to participate in all Core Programs. The Core Programs are further described in Item 16.

TA Centers are established and operated under the trade name "TravelCenters of America" and several other trademarks and service marks. As used in this Disclosure Document, the term "Marks" means the names "TravelCenters of America," "TA" and such other trade names, trademarks, service marks, logos, Internet domain names and commercial symbols as TA Franchise considers to be (or in the future designates as) an integral part of the TA System.

TA Centers must be operated in accordance with the provisions of the Franchise Agreement. The form of Franchise Agreement for your TA Center is attached as **Exhibit E** to this Disclosure Document. For each Franchise Agreement that you sign, we may determine a defined geographic territory (the "Protected Area") which will be described in **Exhibit C** to the Franchise Agreement. The size of the Protected Area, if any, varies depending on local market conditions.

COMPETITION

The principal market for the Products and Services provided at TA Centers and is commercial truck operators who operate vehicles over the North American highway system. A secondary market is the non-commercial motoring public traveling over the highway system or located near a TA Center. You will face competition from nationally branded, regionally branded, and independent truck/car service facilities offering a similar wide range of services, as well as limited facility truckstops, full service truckstops, interstate gas stations, fast food and family restaurants and gasoline/convenience outlets, including TA Centers, TA Express Centers, and Petro Centers franchised or operated by our Affiliates.

INDUSTRY REGULATIONS

The truck stop industry is subject to extensive federal and state legislation and regulations relating to environmental matters. TA Centers use underground and above-ground storage tanks to store petroleum products and waste oils. Laws and regulations for underground storage tank ("UST") systems include requirements for tank construction, inventory control, integrity testing, leak detection and monitoring, spill control, and corrective action in case of a release from a UST into the environment. The travel centers are also subject to regulations in certain locations relating to vapor recovery and discharges into the water. Some existing laws and regulations concerning USTs do not become applicable immediately and have future compliance schedules. You may incur substantial additional expenditures to comply with and remain in compliance with these laws and regulations and any additional requirements that may be imposed in the future.

You may also be subject to liability under various federal, state and local environmental laws, ordinances and regulations concerning a variety of environmental matters, including the handling, cleanup and/or removal of hazardous substances as an owner and/or operator of a travel center property. Under the laws and regulations relating to hazardous substances, a current or previous owner or operator of real property may be liable for the cost of removal or remediation of hazardous or toxic substances which may include petroleum or petroleum products on, under or in the property. Certain laws typically impose liability whether or not the owner or operator knew of, or was responsible for, the presence of the hazardous or toxic substances. Persons who arrange for the disposal or treatment of hazardous or toxic substances may also be liable for the costs of removal or remediation of those substances at the disposal or treatment facility, regardless of whether that facility is owned or operated by that person.

Travel centers are also subject to state and local licensing ordinances. The issuance of permits for service station and lubrication operations is generally a matter of discretion and will likely be subject to a requirement that the granting of the permit be consistent with health and safety of the community. Although careful planning and site selection can reduce the likelihood of significant zoning opposition, you may incur substantial additional expense and delay if there is significant opposition to the construction of your TA Center or the placement and characteristics of signage or other parts of your TA Center.

The restaurant operations of a TA Center are subject to federal, state and local regulations concerning environmental matters, health standards, sanitation, fire and general safety, and noncompliance with those regulations could result in temporary interruption or permanent termination of a restaurant's operations. In addition, you may experience difficulties in obtaining the required licensing or approvals resulting in delays, cancellations or additional expense before or after opening your TA Center.

If you sell or serve alcoholic beverages at your TA Center, you must obtain a liquor license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost to obtain a license to sell liquor, the restrictions placed on how liquor may be sold, and the potential liability under Dram Shop Laws, which are imposed upon you involving injuries, directly or indirectly, related to the sale of liquor and its consumption. To the extent that you are selling or serving alcoholic beverages at your TA Center, you must understand and comply with these laws in the operation of your TA Center.

Additional laws and regulations may apply in specific locations or in specific instances. You are required to operate in compliance with all laws and regulations. You should inquire about the laws, regulations and ordinances that will apply to owning and operating your TA Center in your chosen location.

Item 2: BUSINESS EXPERIENCE

Managing Director: Adam D. Portnoy

Adam D. Portnoy has served as Managing Director of TA Franchise since March 2018. Mr. Portnoy has served as a Managing Director of TravelCenters of America Inc., TA Operating LLC, and Petro Franchise Systems LLC since March 2018. Mr. Portnoy has been a Managing Director and President and Chief Executive Officer of The RMR Group Inc. ("RMR Inc.") since June 2015. Mr. Portnoy has been President and Chief Executive Officer of The RMR Group LLC ("RMR LLC"), the business management services provider to TA and its Affiliates, since 2005, and was a Director of RMR LLC from 2006 until 2015 when RMR LLC became a majority owned subsidiary of RMR Inc. and RMR Inc. became RMR LLC's managing member. Mr. Portnoy served as a Director of RMR Advisors LLC ("RMR Advisors") from January 2007 to 2021 when it merged with Tremont Realty Capital LLC (formerly Tremont Realty Advisors LLC), and served as RMR Advisors's President from January 2007 to September 2017 and its Chief Executive Officer from 2015 to 2017. Mr. Portnoy has been a Director of Tremont Realty Capital LLC (formerly Tremont Realty Advisors LLC) since March 2016, and served as its President and Chief Executive Officer from March 2016 through December 2017. Mr. Portnoy has been a Trustee, Officer, and controlling shareholder of ABP Trust, the controlling shareholder of RMR Inc. Mr. Portnoy has been a Director and controlling shareholder of Sonesta HoldCo Corporation, including its subsidiaries, since January 2012. Mr. Portnoy served as a Managing Trustee of Tremont Mortgage Trust and Managing Trustee of RMR Mortgage Trust (formerly RMR Real Estate Income Fund) since April 2017, until these two (2) entities merged in 2021. RMR Mortgage Trust was the surviving entity and changed its name to Seven Hills Realty Trust. Mr. Portnoy has served as a Managing Trustee of Service Properties Trust (formerly Hospitality Properties Trust) since January 2007; Diversified Healthcare Trust (formerly Senior Housing Properties Trust) since January 2007; Office Properties Income Trust (formerly Government Properties Income Trust and successor to Select Income REIT) since January 2009; and Industrial Logistics Properties Trust since April 2017. Mr. Portnoy has served as Managing Director of AlerisLife Inc. (formerly Five Star Senior Living Inc.) since March 2018. Mr. Portnoy served as a Managing Trustee of Select Income REIT from December 2011 to December 2018. All of Mr. Portnoy's past and present positions have been located in Newton, Massachusetts.

Managing Director and CEO: Jonathan Pertchik

Jonathan Pertchik has served as Managing Director and Chief Executive Officer of TA Franchise since December 2019. Mr. Pertchik has also served as Managing Director and Chief Executive Officer of TA, TA Operating, and Petro Franchise since December 2019. He has also served as Executive Vice President of RMR LLC since December 2019. Mr. Pertchik's present positions are all located in Westlake, Ohio. From July 2014 to April 2019, Mr. Pertchik served as Chief Executive Officer of InTown Suites, Inc. (Atlanta, GA). From July 2014 through October 2018, Mr. Pertchik served on the Board of Directors and Audit Committee of AV Homes, Inc. (Phoenix, AZ). Mr. Pertchik has also served on the Board of Directors of Lenkbar LLC (Naples, FL) since December 2014.

President: Barry A. Richards

Barry A. Richards has served as President of TA Franchise since January 2018. Mr. Richards has served as President of TA, TA Operating, and Petro Franchise since January 2018. He served as Executive Vice President of TA, TA Operating, TA Franchise, and Petro Franchise from 2010 to 2017. All of Mr. Richards' past and present positions have been located in Westlake, Ohio.

Executive Vice President, CFO, and Treasurer: Peter J. Crage

Peter J. Crage has served as Executive Vice President, Chief Financial Officer, and Treasurer of TA Franchise since March 2020. Mr. Crage has served as the Executive Vice President, Chief Financial Officer, and Treasurer of TA, TA Operating, and Petro Franchise since March 2020. He has also served as Senior Vice President of RMR LLC since March 2020. All of Mr. Crage's present positions are located in Westlake, Ohio. From August 2017 to October 2018 Mr. Crage served as Chief Financial Officer of Diamond Resorts Corp. (Las Vegas, NV) and from September 2015 to August 2017 he served as Chief Financial Officer of Seaworld Entertainment Inc. (Orlando, FL).

Executive Vice President and General Counsel: Mark R. Young

Mark R. Young has served as Executive Vice President and General Counsel of TA Franchise since 2007. Mr. Young has also served as the Executive Vice President and General Counsel of TA, TA Operating, and Petro Franchise (since 2007. Mr. Young has served as Senior Vice President of RMR LLC since 2011. All of Mr. Young's present positions are located in Newton, Massachusetts.

Senior Vice President, Corporate Development: Dennis King

Dennis King has served as Senior Vice President, Corporate Development of TA Franchise since May 2020. Mr. King has also served as Senior Vice President, Corporate Development of TA, TA Operating, and Petro Franchise since May 2020. All of Mr. King's present positions are located in Westlake, Ohio. From May 2014 to May 2017 Mr. King served as Engagement Manager of McKinsey & Company (Cleveland, OH) and from May 2017 to May 2020 served as Associate Partner of McKinsey & Company (Cleveland, OH).

Vice President, Franchising: David J. Raco

David J. Raco has served as Vice President, Franchising of TA Franchise since August 2018. Mr. Raco has also served as Vice President, Franchising of TA, TA Operating, and Petro Franchise since August 2018. Previously, Mr. Raco served as Vice President of Retail Services & Franchising at TA Franchise, TA, TA Operating, and Petro Franchise from 2012 to 2018. All of Mr. Raco's past and present positions have been located in Westlake, Ohio.

Item 3: LITIGATION

Litigation

Material Actions in Involving the Franchise Relationship

Cedar Slope Capital, Inc. and Visalia Travel Center, LLC v. TA Franchise Systems LLC; Case No. 290325, Superior Court of the State of California, County of Tulare, Filed February 2, 2022. TA Franchise was the defendant in a civil lawsuit filed by the franchisees of a TA Center franchise in Visalia, California. The franchisees alleged that they had the right to subdivide and sell off portions of the subject property and that TA Franchise was obligated to remove a recorded Memorandum of Right of First Refusal and Right to Buy to allow such sales to close escrow. The franchisees sought to have the Memorandum rescinded and also monetary relief. TA Franchise removed the action to federal court on March 21, 2022. The parties settled this litigation and the case was dismissed in June 2022. Under the settlement, the parties agreed to rescind the franchise agreement.

Item 4: BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5: INITIAL FEES

INITIAL FRANCHISE FEE

You must pay us an initial franchise fee of $125,000 for a TA Center franchise in a lump sum when you sign the Franchise Agreement. The Franchise Fee is nonrefundable and is fully earned by us when paid.

The initial franchisee fee for your or your affiliates' second and third TA Center or TA Express Center franchises will be reduced by $25,000, subject to you and your affiliates being in compliance with all Franchise Agreements with us and our affiliates. The initial franchise fee for your or your affiliates' fourth and subsequent TA Center or TA Express Center franchises will be reduced by $50,000, subject to you and your affiliates being in compliance with all Franchise Agreements with us and our affiliates.

Last year, we charged initial franchise fees ranging from $75,000 to $150,000 for TA Centers.

OPENING ASSISTANCE REIMBURSEMENT

We will provide you with training assistance in connection with the opening and initial operation of your TA Center. You must reimburse us for the costs we incur in providing such assistance, including the travel and living expenses of our training staff. We anticipate that the cost you must reimburse us will range from $20,000 to $90,000 for a TA Center. The Opening Assistance Reimbursement is nonrefundable.

EQUIPMENT

TA Franchise requires franchisees to purchase certain computer systems, shower systems, and reward kiosks from TA Operating. We estimate that the cost of the equipment purchased from TA Operating prior to opening will range from $80,000 to $163,000. The equipment costs are nonrefundable.

Item 6: OTHER FEES

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Ongoing Royalty Fees	You must pay us (i) 4.5% of all Non-QSR Gross Sales up to and including Six Hundred Thousand Dollars ($600,000) per month (the "Threshold Amount") and 2% of all Non-QSR Gross Sales in excess of the Threshold Amount; (ii) 2% of all QSR Gross Sales; and (iii) $.007 on each gallon of Motor Fuel sold at your TA Center [1]	Payable monthly 10 business days following the Report Day by electronic funds transfer	Each calendar year the Threshold Amount will be increased by using the CPI Adjustment. You are not required to pay any Royalty under the Franchise Agreement, with respect to Gross Sales derived from a food concept that you operate at the TA Center pursuant to a separate franchise or license agreement with us or our Affiliates, if such separate franchise or license agreement requires payment of royalties to us or our Affiliates.
Administrative Fee	You must pay us 0.2% of all Non-Fuel Gross Sales up to and including Six Hundred Thousand Dollars ($600,000) per month (the "Administrative Threshold Amount").	Payable monthly 10 business days following the Report Day by electronic funds transfer	Each calendar year the Administrative Threshold Amount will be increased by using the CPI Adjustment.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Advertising Fees	$3,000 per month	Payable on the first full calendar month after opening your franchise and continuing on a monthly basis as billed by electronic funds transfer	Each calendar year the Monthly Advertising Fee shall be increased by using the CPI Adjustment. In no event will the Monthly Advertising Fee be less than the then-current Monthly Advertising Fee.
Line of Credit	Amount to be determined by TA Operating's Credit Department	As Negotiated	If you desire to purchase Products or Services from us on credit, you must apply to establish a line of credit with our, or our Affiliate's, credit department. You may be required to execute a security agreement and guarantee in connection with the Line of Credit.
Transfer Fee	$35,000 If the proposed transfer is among your Owners, the transfer fee will be $10,000. If the transfer is proposed prior to the first anniversary of the Opening Date, then the transfer fee will be $75,000.	Time of transfer	Paid only if you transfer or sell your rights in the franchise.
Renewal Fee	$20,000	Time of Renewal	

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Reimbursement of Costs	You must reimburse us for all costs and expenses, including reasonable attorneys' fees, incurred by us in connection with: (a) your renewal of the Franchise Agreement; or (b) our review and negotiation of your financing documents and any necessary subordination agreements.	As incurred	
Late Fees	The lesser of 18% interest per annum or the maximum rate allowed by law	After due date	Applies to all overdue amounts which you owe us, including but not limited to all amounts due under the Franchise Agreement or under any other agreement between us or our Affiliates and you. Notwithstanding the above, we are not required to accept late payments.
Audit	Delinquency of royalty and advertising fees, plus interest from the date due. In addition, if there is an understatement of Gross Sales which exceeds 2% during any accounting period, you must pay the cost of the audit	When understatement is discovered	If an inspection or audit of your books and records reveals that any payments due to us have been understated in any report, then you will immediately pay us, upon its demand, the understated amount plus interest from the date the amount was due until paid. If an inspection or audit discloses an understatement of 2% or more, then you will also reimburse us for any costs and expenses, including accounting and attorneys' fees, connected with the inspection or audit.
Approval of Products and Services/Approval of Suppliers	Cost of inspection and test	Time of inspection	You must reimburse us for the costs we incur in testing or inspecting unapproved suppliers and products. We approve or disapprove a substitute product or vendor at your request.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Operation of the TA Center in Case of Your Default, Absence, Incapacity or Death	Varies	Time and service	We have the right to charge a reasonable management fee during the period that our appointed manager manages your TA Center to prevent harmful interruption and depreciation of the TA Center.
Cost of Enforcement or Defense	All costs including accounting and attorneys' fees	Upon conclusion of claim or actions	You must reimburse us for all costs in enforcing your obligations or defending any claim concerning the Franchise Agreement if we prevail.
Insurance	Varies	As incurred in any action	If you fail to obtain and maintain the required insurance, we may do so for you and charge you for the cost plus its expenses.
Indemnification	Varies	Time of cost	You must indemnify us for any claims or liabilities arising out of your violation of any laws or regulations, including environmental regulations. You must also indemnify us for any claims or liabilities arising out to your development, ownership, or operation of the TA Center (even if our negligence is alleged) or as a result of your breach of this Agreement or any of the representations and warranties set forth in the Franchise Agreement.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Training of Managers, Managing Owner, and other Designated Persons; Additional Training	We have not and currently do not charge fees for the additional training, but reserve the right to do so in the future at commercially reasonable hourly rates.	Time of training	You must ensure that your TA ® Center managers, as described in our Manual, Managing Owner, and such other persons as we designate from time to time, complete our training programs to our satisfaction. We may require you to attend, at your expense, periodic training courses or training conferences at such times and locations that we designate, and we may charge then-current fees for such courses.
Opening Extension Fee	We have not and currently do not charge fees in connection with granting you an extension of your opening deadline, but we reserve the right to do so in the future on a commercially reasonable basis. Opening Extension Fees will likely range between $5,000 and $20,000, depending on the length of the extension requested, whether prior extension requests have been made, and whether there are mitigating factors underlying the extension request.	If and when an opening extension is granted	

Except where otherwise specified, we or our Affiliates impose all of the fees in this table, you pay them to us or our Affiliates, and we (or our Affiliates) do not refund them.

[1] Gross Sales; Non-Fuel Gross Sales; and Motor Fuel Gross Sales. Gross Sales means the total actual gross charges for all Products or Services sold to customers of your TA Center for cash or credit, whether these sales are made at or from the TA Center (including by way of clarification anywhere on the Site), or any other location; net of rebates or refunds. Any amounts that you collect and transmit to state or local authorities as sales, use, fuel or other similar taxes are excluded from the definition of Gross Sales. In the case where you receive only a commission from a business activity rather than the gross revenues from such activity (e.g., lottery ticket sales, gift card sales, ATMs, CAT branded scale sales and the like), only the commission received by you shall be included in Gross Sales provided that such commissions are reasonable and customary.

Non-Fuel Gross Sales means all Gross Sales excluding sales from Motor Fuel Gross Sales.

Non-QSR Gross Sales means all Non-Fuel Gross sales, excluding QSR Gross Sales

Motor Fuel Gross Sales means all Gross Sales of approved gasoline, fuel used in diesel engines, ethanol and other fuel blends (collectively, "Motor Fuel") sold at your TA Center.

QSR Gross Sales means all Gross Sales derived from a nationally or regionally branded quick service restaurant ("QSR") operated at the TA Center (including by way of clarification anywhere on the Site), for which you are required to make royalty payments to a third party.

Item 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(1) Type of Expenditure	(2) TA Center	(3) Method of Payment	(4) When Due	(5) To Whom Paid
Initial Franchise Fee	$125,000	Lump Sum	At signing of the Franchise Agreement	TA Franchise
Training(1)	$7,000 – $60,000	As Arranged	As Incurred	Transportation Lines, Hotel, Restaurants, Employee Wages
Opening (2) Assistance	$20,000 - $90,000	As Arranged	As Incurred	TA Franchise
Real Estate Leasing Costs for 3 Months (3)	$0 – $400,000	Installment	As Arranged	Landlord
Site Improvements and Construction(4)	$0,000 - $16,400,000	As Arranged	As Arranged	Landlord or Contractors
Equipment, Furniture & Fixtures(5)	$200,000 - $5,920,000	As Arranged	As Arranged	Vendors
Computers	$130,000 – $265,000	As Incurred	As Arranged	TA Operating and Vendors
Insurance(6)	$88,000 – $300,000	As incurred	As Arranged	Insurance Company
Additional Funds – 3 Months(7)	$450,000 – $2,000,000	As Incurred	As Arranged	Vendors, Employees
Vehicles(8)	$0 - $150,000	As Incurred	As Arranged	Vendors
Inventory	$345,000 - $1,000,000	As Incurred	As Arranged	Vendors
Soft Costs, Professional Fees, Permits and Bonds(9)	$25,000 - $500,000	As Incurred	As Arranged	Professional Consultants and Vendors

(1) Type of Expenditure	(2) TA Center	(3) Method of Payment	(4) When Due	(5) To Whom Paid
Licenses	$0 - $20,000	As Incurred	As Arranged	Vendors and Governmental Entities
TOTAL	$1,390,000 - $27,230,000			

NOTES

[1] Training. Your key management personnel and Managing Owner must attend training programs. Initially, TA Franchise will make training available for up to 10 employees of yours. You must pay for the expenses for the cost of travel, room, board and wages of participating employees who attend training. TA Franchise estimates these costs to be $1,600 to $2,100 per person, per week. The higher investment estimate includes total costs for 10 trainees for 2 weeks and additional training for general managers. We anticipate that the lower end of the range will apply to conversions of existing truckstops, which have experienced management and employees. We anticipate that the higher end of the range will apply to newly established locations without experienced management and employees.

[2] Pre-Opening Assistance. We will provide you with training assistance in connection with the opening and initial operation of your TA Center. You must reimburse us for the costs we incur in providing such assistance, including the travel, wages, and living expenses of our training staff. We anticipate that the lower end of the range will apply to conversions of existing travel centers, which have experienced management and employees. We anticipate that the higher end of the range will apply to newly established locations without existing experienced management and employees.

[3] Real Estate. The ranges provided reflect 3 months of the estimated costs for leasing a TA Center site. We cannot estimate the cost of if you choose to purchase a site. Leasing costs will vary depending on the exact size of the site, its location and the conditions affecting the market for commercial property. You will not pay any leasing costs if you already own the site. TA Franchise expects a franchisee who is operating an existing travel center to make certain improvements in order to meet TA Franchise's facility standards. These improvements may in some cases require the purchase or lease of additional real estate so that all services required at a TA-branded facility can be constructed.

[4] Site Improvements and Construction. This estimate includes site improvement costs, such as sewer, electrical, water, storm water, parking, striping, concrete, landscaping, grading, and excavation. It also includes the cost of constructing a new TA Center or renovating an existing truck stop. The renovations required for each existing service facility will vary according to the nature and type of services they presently provide. The low end of this range applies to the renovation of an existing truck stop in good condition while the high end of the range applies to new construction. Actual site improvement and construction costs will vary depending on the location and geographic area of the construction project, local building codes and weather conditions.

[5] Equipment, Furniture and Fixtures. The equipment, furniture and fixtures necessary for the operation of a TA Center are described in the Manual, which is provided to you, and includes oil storage, signage, repair shop fixtures, tools, canopies, and fuel dispensers. You must purchase or lease approved brands and models, when specified by TA Franchise. The cost of the equipment will depend on financing terms available, the size of the brands purchased, and whether you already have existing equipment that meets our requirements. The low end of this range applies to conversions of up-to-date existing truckstops, while the high end of the range applies to the construction of a new location.

[6] Insurance. This item includes amounts that must be paid before the opening of your TA Center and may not include amounts payable after the TA Center opens. The cost of insurance is heavily dependent on the size and scope of the business operations, including projected sales volume, labor size, and vehicle numbers. Your costs will vary depending on the location, size and scope of operations at the TA Center.

[7] Additional Funds. The three (3) months of additional funds are estimated to cover payroll, utilities, and other miscellaneous expenses of the TA Center. The actual amounts needed to cover expenses will depend on the size and extent of operations.

[8.] Vehicles. The low end of this range is for an existing travel center that already has a fully equipped repair truck. The high end of this range is for a travel center that must purchase a new fully equipped repair truck.

[9.] Soft Costs. This estimate is for legal, accounting, administrative, architectural, engineering and other professional fees that you may incur before you open your TA Center for business. Your actual costs may vary depending on the degree to which you utilize outside professional advisors.

The ranges and categories of expenses listed on the tables above in this Item 7 are based solely on the experience of our company-owned TA Centers. You should review these figures carefully with a business advisor before deciding to acquire the franchise.

Any fees paid to TA Franchise or its Affiliates are not refundable. Fees paid to any third party may be refundable, depending upon the contracts, if any, between you and that third party.

Item 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Sources of Products and Services

To ensure the high standards of quality and service maintained in the TA Center, you must operate the TA Center in strict conformity with the TA System Standards that we provide in the Manual or otherwise in writing. We may update and revise the TA System Standards and will notify you of these changes by electronic or written communication (including the Internet). You must review, understand, adhere to and abide by all TA System Standards. We may modify, add to, or rescind any TA System Standard to adapt the TA System to changing conditions, competitive circumstances, business strategies, business practices, technological innovations and other changes we deem appropriate in our business judgment. You must comply with all such modifications, additions, and rescissions.

The standards and specifications we provide to you may include, but are not limited to, any or all of the following:

1. design, layout, decor, appearance and lighting; periodic maintenance, cleaning and sanitation; periodic remodeling; replacement of obsolete or worn-out leasehold improvements, fixtures, furnishings, equipment and signs; periodic painting; and use of interior and exterior signs, emblems, lettering and logos, and illumination;

2. types, models and brands of required fixtures, furnishings, equipment, signs, computers, software, materials and supplies;

3. required or authorized Services and Products and product or service categories;

4. designated or Approved Suppliers (which may include us) of all assets used or usable in the operation of your TA Center (the "Operating Assets"), computer systems, Products and Services.

In order to maintain the quality and uniformity of the Products and Services offered at the TA Center, we reserve the right to require you to purchase all items, goods, products, ingredients, fixtures, furnishings, equipment, décor items and signage from suppliers who demonstrate to our continuing satisfaction the ability to meet the TA System Standards; who possess adequate quality controls and capacity to supply your needs promptly and reliably; and who have been approved in writing by us and not thereafter disapproved ("Approved Suppliers").

Certain goods, ingredients, and products bear our Marks or are made to our proprietary specifications by approved manufacturers, including but not limited to employee clothing, uniforms, stationary, forms, and advertising materials ("Proprietary Supplies"). You are required to purchase Proprietary Supplies from us, our Affiliates, or Approved Suppliers. We currently specify certain brands of product (such as tires, motor oil, and coffee) that you must offer at your TA Center. Although we have negotiated volume purchasing arrangements with Approved Suppliers of these products, we do not presently require you to purchase these branded products from a particular source.

We do, however, have the absolute right to limit the suppliers with whom you deal. We may restrict your sources of materials, fixtures, equipment, furniture, signs, products, goods, and services now and in the future, in order to protect our trade secrets, assure quality, assure a reliable supply of products and services that meet our TA System Standards, achieve better terms and delivery service, control usage of the Marks, and monitor the manufacture, packaging, processing and sale of these items. If we, at our option, limit the sources of certain materials, fixtures, equipment, furniture, signs, products, goods, and services to us, or to our Affiliates and/or specified exclusive or approved sources, then you must acquire these only from these approved sources at prices we or they decide to charge. Any purchases you make from us or from our Affiliates, whether required or voluntary, may be at prices exceeding our cost.

If you desire to purchase or lease any unapproved product, supplies, service or equipment or purchase or lease any approved product, supplies, service or equipment from an unapproved supplier, you must notify us in writing and request approval. We have the right to require that our representatives be permitted to inspect the proposed supplier's facilities and test or evaluate the proposed supplier's product, supplies, service or equipment. We have the right to request that samples be delivered to us or to an independent testing facility chosen by us. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test will be paid by you or the unapproved supplier. We will, within 30 days of receipt of a completed request and completion of the evaluation and testing, notify you in writing of our approval or disapproval of the supplier and/or the proposed product, supplies, service or equipment. We reserve the right, at our option, to re-inspect the facilities of any such approved supplier and to re-test or re-evaluate any previously approved products, supplies, service or equipment and to revoke our approval upon the supplier's failure to continue to meet any of our then-existing supplier, product, equipment or service criteria, or as otherwise reasonably determined by us.

We and our Affiliates may negotiate group or volume purchasing arrangements with certain Approved Suppliers. We and our Affiliates will be entitled to all rebates, bonuses and promotional benefits associated with those programs. We may derive revenue from the purchase by you of products or services from Approved Suppliers. We and any of our Affiliates have the right to receive payments or other material consideration from Approved Suppliers on account of their actual or prospective dealings with our franchisees and to retain or use all amounts of revenue we or our Affiliates receive without restriction for any purposes we or our affiliates deem appropriate. We, in our sole judgment, may concentrate purchases with one or more Approved Suppliers or to obtain lower prices, advertising support, and/or services for the benefit of us or our Affiliates, or for any other reason that we deem appropriate.

In addition, we may develop certain programs and terms under which we, our Affiliates, certain franchisees or others receive certain negotiated benefits or terms from Approved Suppliers. You must follow all of our policies and procedures for participation in and termination of such programs. The program rules may require you to place or display at your TA Center certain approved signs, emblems, lettering, logos and display materials. We or our Approved Suppliers may require you to enter into certain agreements with them (subject to our approval) in connection with your participation in such programs.

We or our Affiliates may be designated as an Approved Supplier or the sole Approved Supplier of any item, in our sole discretion. We may establish supply facilities or servicing capabilities owned by us or our Affiliates which we may designate as an Approved Supplier. We or our Affiliates may derive revenue from the direct sale or lease of products or services to you. We or our Affiliates also may derive revenue or otherwise benefit from the sale or lease of goods or services to you from Approved Suppliers. Subject to any intervening applicable laws, we and our parents and Affiliates reserve the right to retain 100% of any rebates, commissions or other consideration paid by suppliers. We estimate that your purchases from Approved Suppliers or from suppliers that we designate, and otherwise under our standards, will be approximately <2% to 6% of the total purchases and leases of products and services needed to establish the TA Center, and <2% to 6% of the total purchases and leases of products and services needed to operate the TA Center. We reserve the right to use any of our Affiliates' resources, including programs, services, and personnel, that we deem appropriate in our sole discretion.

We do not provide material benefits to you based on your purchase of particular products or services or use of designated or Approved Suppliers. Certain designated or Approved Suppliers may provide bulk discounts, rebates, and other incentives to you in connection with your purchase of particular products or services.

TA Operating charges a $33 per-call transaction fee for coordinating and referring Road Squad repairs to franchisees. This fee is only payable to the extent to which a franchisee desires and accepts a given referral for highway breakdown service repair.

None of our officers owns an interest in an Approved Supplier, except that our officers own stock in TA, which is a parent of TA Operating and other of our Affiliates.

For the fiscal year ended December 31, 2021, TA Franchise had no revenue from required purchases and leases by franchisees.

For the fiscal year ended December 31, 2021, our affiliate TA Operating's revenue from required purchases and leases by TA franchisees totaled $2,622,497. This information was obtained from TA Operating's internal accounting records.

Neither we, our Affiliates, nor the individuals listed in Item 2 are the sole approved suppliers of any products or services, except our Affiliates are the sole approved supplier of the Proprietary Systems (as defined below) and the following products and services: shower towels..

Additionally, you must use certain systems in the operation of your TA Center. We require you to purchase a rewards computer system, a proprietary shop system, and a proprietary shower system from TA Operating (the "Proprietary Systems"). TA Operating is the sole approved supplier of the Proprietary Systems. The Proprietary Systems are sold to you at TA Operating's actual cost. All other Computer Systems and software shall be purchased directly from third-party vendors, as set forth in Item 11.

Insurance

You must obtain and maintain at your expense such insurance policies (which are primary as to any other existing, valid, enforceable or collectible insurance) protecting you, TA Franchise (and its Affiliates) and the respective officers, directors, partners and employees against any loss, liability, or expense arising or occurring upon or in connection with the TA Center as TA Franchise may require under or pursuant to the Confidential Operations Manual, or otherwise in writing, for its own and your protection. Upon execution of the Franchise Agreement, you must furnish to TA Franchise for approval a Certificate of Insurance showing compliance with your insurance requirements. The certificate must state that the policy or policies must not be cancelled or materially altered without at least 30 days prior written notice to TA Franchise and reflect proof of payment of premiums. Certificates of Insurance shall also be provided to TA Franchise during the term of the Franchise Agreement, upon the renewal of any underlying insurance policy or upon request by TA Franchise. Within 30 days after the execution of the Franchise Agreement (or any renewal agreement), and at any time upon request by TA Franchise, you must deliver to TA Franchise a copy of each required insurance policy. TA Franchise and any of our Affiliates that we designate must be named as an additional insured on all required policies. TA Franchise may modify the minimum insurance requirements and notify you of changes in writing. All insurance policies must be issued by carriers rated A- or higher by A.M. Best and Company, Inc. No deductible may be greater than $500,000.

We currently require you to maintain the following insurance coverages:

(a) Comprehensive general liability insurance and product liability insurance with limits of ten million dollars ($10,000,000.00) combined single limit per occurrence, including broad form contractual liability, personal injury, and products completed operations. The policy must list us and our affiliates, directors, officers, agents and employees as additional insureds.

(b) All risk (special perils) property insurance, on the TA Center and all fixtures, equipment, inventory, and real property used in the operation of the TA Center, for full repair and replacement value, without depreciation or co-insurance. In addition, policy shall cover lost income due to property damage.

(c) Commercial automobile liability insurance with a combined single limit of five million dollars ($5,000,000.00) per occurrence for all vehicles (owned, hired, rental, leased) used in connection with the operation of the TA Center. The policy must list us and our affiliates, directors, officers, agents and employees as additional insureds. If the TA Center uses no vehicles for business purposes this requirement may be reduced with written agreement from us.

(d) Pollution legal liability insurance with limits of not less than five million dollars ($5,000,000) per occurrence and in compliance with all state, local and federal regulations, which is inclusive of the entire TA Center and Site as well as all USTs (underground storage tanks), or if the state where located has a tank fund, then coverage for USTs to equal five million dollars ($5,000,000) with excess coverage.

(e) Worker's compensation insurance in amounts required by all applicable laws in which your TA Center is located.

(f) Employer's Liability insurance, with limits of at least one million dollars ($1,000,000.) per accident. The policy must list us and our affiliates, directors, officers, agents and employees as additional insureds.

(g) Cyber Risk insurance, with limits of not less than $2,000,000 for each claim, covering claims arising out of or related to (a) investigation of an actual or alleged security failure, privacy event, security breach of other related incident, including but not limited to forensic services, legal counsel, and breach coaching services, breach response, and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (b) business income/business interruption/extra expense; (c) digital and data asset protection and restoration; (d) network security & consumer privacy liability; (e) regulatory defense and indemnification, including fines and assessments; (f) multimedia liability; (g) cyber extortion, including but not limited to the use of ransomware or other malware to compromise your systems; and (h) social engineering or other forms of electronic manipulation that result in covered loss;

(h) Liquor liability insurance (but only if serving or selling alcoholic beverages at the TA

Center), with limits of not less than $3,000,000.00 for each common cause and $3,000,000.00 annual aggregate covering bodily injury and property damage if liability for either bodily injury or property damage is imposed by reason of the selling, serving or furnishing of any alcoholic beverage by you;

(i) Garagekeepers' liability insurance with limits of not less than $60,000 per occurrence in conjunction with the care, custody and control of vehicles at the TA Center;

(j) Such other insurance as is required under any financing document (if any) for the TA Center or any lease for the premises of the TA Center, including the Lease and the Loan Documents; and

(k) Such other insurance as we may specify from time to time due to identification of risks and available coverages.

You must maintain the insurance coverages in the minimum amounts we prescribe in the Manuals. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes and circumstances.

Leases, Sub-Leases, Franchises, and Management Agreements

You may not enter into a lease, sub-lease, franchise agreement, or management agreement with any third party in connection with any portion of the Site or your TA Center without providing us copies of the relevant agreements and related documents and obtaining our prior approval, which may be withheld or conditioned in our sole discretion. We reserve the right, in our sole discretion, to require that you delete, revise or insert provisions into such agreements, as we deem necessary to protect our rights under the Franchise Agreement. Further, we reserve the right, in our sole discretion, to review and approve the rental income or other consideration to confirm it is fair market value (to the extent such rental income will be included as Gross Sales). Once such an agreement is approved, you may not modify or amend it without obtaining our prior approval, which may be withheld or conditioned in our sole discretion.

Item 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of the Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition	Section 4	Items 7 and 11
b. Pre-opening purchases/leases	Section 5.1	Items 5, 7, and 8
c. Site development and other pre-opening requirements	Section 5.2	Items 5- 8, and 11

Obligation	Section in Agreement	Disclosure Document Item
d. Initial and on-going training	Section 6	Items 6, 7, and 11
e. Opening	Section 5.2	Items 7, 8, and 11
f. Fees	Section 9	Items 5 and 6
g. Compliance with Standards and Policies/Operating Manual	Sections 7.1, 7.2 and 7.3	Item 8, 11, 13 – 16.
h. Trademarks and Proprietary Information	Sections 10 and 11	Items 13 and 14
i. Restrictions on Products/ Services Offered	Sections 7.4, 7.5 and 7.6	Items 8 and 16
j. Warranty and Customer Service Requirements	Section 3.5	Items 8 and 16
k. Territorial Development and Sales Quotas	Sections 3.3 and 3.4	Item 12
l. On-going Product/Service Purchases	Sections 7.4, 7.5, 7.6 and 7.7	Items 6, 8, 11, and 16
m. Maintenance, Appearance and Remodeling Requirements	Section 7.13	Items 6, 7 and 8
n. Insurance	Section 8	Items 6 - 8
o. Advertising	Section 13	Items 6, 7, and 11
p. Indemnification	Section 20.6	Item 6
q. Owner's Participation/ Management/Staffing	Sections 7.11 and 7.12	Item 15
r. Records/Reports	Section 14	Items 6 and 8
s. Inspections/Audits	Section 15	Items 6, 8, and 11
t. Transfer	Section 16	Item 17
u. Renewal	Section 17	Item 17
v. Post-termination Obligations	Section 19	Item 17
w. Non-Competition Covenants	Section 19.4	Item 17
x. Dispute Resolution	Sections 21.7 – 21.12	Item 17

Item 10: FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

Item 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your TA Center, we or our designee will:

1. Provide you with any current site selection guidelines and any other site selection counseling and assistance we think advisable (Franchise Agreement, Section 4.1).

2. Provide on-site evaluations in response to your reasonable request for site approval. We will not provide on-site evaluations for any proposed site before we receive the required information and materials concerning the proposed site. We reserve the right to charge you for our reasonable expenses incurred with on-site evaluations, including the cost of travel, lodging, meal per diem and wages (Franchise Agreement, Section 4.1).

3. Provide one set of Development Plans, which must be adapted for your site by a licensed architect that you retain (Franchise Agreement, Section 5.1).

4. Provide one set of the Manual, which we may revise during the term of the Franchise Agreement (Franchise Agreement, Section 7).

5. Provide a list of Approved Suppliers, Proprietary Supplies, and Approved Products (Franchise Agreement, Sections 7.4-7.6).

6. Review advertising, promotional, marketing and public relations materials to use in the pre-opening promotion of the TA Center and approve such materials as we deem appropriate (Franchise Agreement, Section 13.3).

7. Provide pre-opening training as set forth in this Item 11 (Franchise Agreement, Section 6).

Post-Opening Assistance

During the operation of your TA Center, we will:

1. Advise you from time to time regarding the operation of your TA Center. We will furnish you with standards, specifications and operating procedures and methods utilized by TA Centers. We will advise you regarding: purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies; types of and procedures for Services and Products;

Approved Suppliers and Approved Vendors; advertising and marketing programs; training; and administrative, bookkeeping and accounting procedures. (Franchise Agreement, Section 6)

2. Provide initial and on-going assistance to you, including an "opening team" who will be available to you for up to two weeks after opening. (Franchise Agreement, Section 6)

3. Provide to you during the term of the Franchise Agreement with any amended or revised version of the Manual (Section 7.1 and 7.3).

We may suggest retail pricing for the products, merchandise and services offered by your TA Center. We also reserve the right, to the fullest extent permitted by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices you charge for products, beverages, merchandise or services.

We negotiate fuel pricing discounts with nationwide and regional fleet customers. You are required to honor the same fuel pricing discounts that our Company-owned Sites offer to fleet customers in the same state. However, you can choose to match any Company-owned Site's pricing in that state that is most favorable to you. As such, you must keep your prices in line with, or lower, than our Company-Owned Sites for such fleet customers in the same state. This requirement serves as a price ceiling for our fleet customers in a given state, but does not preclude you from offering steeper discounts where it may be advantageous to do so. We include in this requirement certain protections so that you are not obligated to sell fuel at less than their your cost to purchase it. You are of course able to and encouraged to follow the same exact pricing deals at our Company-owned Sites. We use a state-based pricing model because it takes into account certain biofuel credits and other programs in such state, proximity to rack distribution locations, and state-specific tax rates. We reserve the right to adjust our fuel pricing discount programs in the future.

If you sell any products, beverages, services or merchandise at any price recommended or required by us, you acknowledge that we have made no guarantee or warranty that the recommended or required price will enhance your sales or profits.

Site Selection

You must select the Site. TA Franchise must approve the Site you select, generally within 30 days of signing the Franchise Agreement. The methods used by TA Franchise in approving the location for the proposed Site may include general location, proximity to highway and immediate surroundings, traffic patterns, size, layout, other physical characteristics, access, and area competition. If you and we are unable to agree on a site or you have not obtained a fee interest in, or a fully signed lease agreement for, an approved site within 90 days of executing the Franchise Agreement, we may terminate the Franchise Agreement. Our Affiliate, TA Operating, owns and leases Franchise Premises to certain of our current franchisees.

Pre-Opening Development of Site; Site Maintenance

After you sign a Franchise Agreement, you must complete development of the Site and open the TA Center for business. Among other things, you must: prepare and submit to TA Franchise a site survey and layout showing any modifications to comply with TA Franchise's Development Plans; obtain all required zoning changes, permits and licenses; purchase or lease equipment, fixtures, furniture and signs; complete the construction and/or remodeling of the Site; install equipment, furniture, fixture and signs; obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and cause the Site to be in full compliance with the Resource Conservation and Recovery Act and all other laws applicable to aboveground and underground storage facilities and other applicable environmental matters. You must develop the TA Center in accordance with the minimum requirements set forth in Exhibit C to the Franchise Agreement.

If you are not already operating a truckstop or travel center facility, you must construct such improvements or buildings as are necessary to cause the Site to accommodate the operation of a TA Center. Your plans must be approved in advance by TA Franchise, and you must obtain and comply with all permits, licenses and laws.

You must maintain the condition and appearance of the TA Center consistent with TA System Standards. You must maintain the TA Center as is periodically required to maintain or improve the appearance and efficient operation of the TA Center, including the replacement of worn out or obsolete fixtures and certain signs, repair of the exterior and interior of the TA Center, and redecorating, and you may be required to make periodic capital expenditures to remodel, modernize and redecorate the TA Center so that the TA Center will reflect the then-current image intended to be portrayed by TA System Standards. All remodeling, modernization or redecoration of the TA Center must be done in accordance with TA System Standards as required by TA Franchise and with TA Franchise's prior written approval.

We provide specifications and the names of approved suppliers with respect to equipment, signs, fixtures, and opening inventory. At your request, we provide assistance with installation of the Proprietary Systems.

If the TA Center is damaged or destroyed, you must use best efforts to repair, restore or rebuild the TA Center in accordance with TA Franchise's then-current standards and specifications at the earliest possible date, and the repairs, restoration or rebuilding must be completed within six months after the damage to the TA Center occurs or its premises, unless you request, and we agree to, a later date in writing within three months after the occurrence of the damage or destruction.

Time to Open

The typical length of time between the signing of the Franchise Agreement or the first payment for the franchise, and the opening of your business, is approximately 18 months after signing the Franchise Agreement for franchisees who are building their facility, and 6 months for franchisees who are converting an existing operation to a TA Center. Training availability, the number of other franchise openings, weather and construction all may affect this time line. Additionally, over the past year we have seen COVID and supply chain related issues delay construction by an additional 6 to 12 months in some circumstances. We may, in our sole discretion, agree to extend your opening date by providing written confirmation of the extension to you and we may require you to pay an extension fee in connection with your request. The extension fee would likely range between $5,000 and $20,000, depending on the length of the extension requested, whether prior extension requests have been made, and whether there are mitigating factors underlying the extension request.

If you are converting your operation to a TA Center, you will convert the operation according to a schedule and plans and specifications upon which TA Franchise and you agree in writing. If you are building a new facility, your plans and specifications must be approved by TA Franchise in advance, and construction must be completed within ten months after signing the Franchise Agreement. Before opening for business, you must have obtained all necessary licenses, permits, and approvals, hired and trained personnel, made all leasehold improvements, and purchased inventory.

Advertising and Promotion

Beginning on the first full calendar month after opening your TA Center, you must pay to us an Advertising Fee (the "Monthly Advertising Fee") of $3,000.00 per month. Each calendar year the Monthly Advertising Fee will be increased by using the CPI Adjustment discussed in Item 6 and Section 9.4 of the Franchise Agreement. The Monthly Advertising Fee will never be less than the then-current Monthly Advertising Fee. TA Centers owned and operated by TA Operating also pay the Monthly Advertising Fee.

We will direct all advertising, marketing and public relations programs and materials that we deem necessary or appropriate in our sole judgment. We have sole discretion over all activities, including, without limitation, the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. Your Monthly Advertising Fees may be used to pay the costs of, without limitation, preparing and producing video, audio and written advertising materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; marketing and advertising training programs and materials; and supporting public relations, market research and other advertising, promotion and marketing activities.

Our advertising activities are intended to maximize recognition of the Marks and patronage of both TA Centers and TA Express Centers. Although we will endeavor to benefit all TA Centers and TA Express Centers, we undertake no obligation to ensure that our advertising expenditures in or affecting any geographic area are proportionate or equivalent to your Advertising Fee payments to us, or that any TA Center will benefit directly or in proportion to its Monthly Advertising Fees. We do not have a franchisee advertising council that advises us on advertising policies.

In support of the TA brand, TA Franchise spends an amount equal to or greater than collected Monthly Advertising Fees on the following marketing and public relations activities:

- General brand messages
- Radio, digital, print and other media campaigns
- Periodic promotions in specific business areas
- Marketing activity related to customer engagement and loyalty

- Public relations including nationally supported charities, key sponsorships and other image building activity.
- Trade shows, both consumer and commercially focused
- Maintenance of the TA's web site, social media presence, digital listings service and other centrally directed brand programs
- Market research as may be required of the brand
- Other brand support as may be required or initiated

We typically spend all Monthly Advertising Fees in the year we collect them. Nonetheless, we reserve the right to roll over excess amounts to subsequent years.

For the year ending December 31, 2021, we spent 18.1% of the Monthly Advertising Fees on production costs, 63.5% of the Monthly Advertising Fees on media placement, 1% of the Monthly Advertising Fees on administrative expenses, 6.5% of the Monthly Advertising Fees on research and 10.9% of the Monthly Advertising Fees on other expenses. We do not use Monthly Advertising Fees to solicit new franchise sales.

Upon written request by you, we will provide you with an unaudited report on the use of Monthly Advertising Fees during the prior fiscal year.

We do not have any advertising cooperatives or advertising councils.

We are not required to spend any amount on advertising in your Protected Area.

Local Advertising

Any advertising, promotion and marketing you conduct must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. We reserve the right to inspect and approve or disapprove all advertising, promotional, and marketing materials and marketing campaigns.

Online Advertising

We may control or designate the manner of your use of all e-names. We may also designate, approve, control or limit all aspects of your use of e-commerce. You must follow all of our policies and procedures for the use and regulation of e-commerce, including all of our policies and procedures for customer referrals via e-commerce. We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks or the TA System which we may designate. We may restrict your use of e-commerce to a centralized website, portal or network or other form of e-commerce that we designate or operate. We may restrict your advertising activities to the use of only the e-names we designate. We may require that you provide information to us via e-commerce. We may require you to, at your expense, coordinate your e-commerce activities with us, your personnel and other TA Centers, Approved Suppliers, Preferred Vendors and Affiliates. We may require you and your personnel to participate in Intranet Systems we establish or designate and obtain the services of and pay the then-current fees for such services.

You may be required to place, in the manner designated by us, any and all materials, including point of purchase materials, promoting the TA System that we from time to time provide to you. You must use your best efforts to advance the reputation of TA Centers in order to increase the goodwill of the Marks. You must participate in all then-current promotions, marketing and new product or service programs, as made available from time to time by us (the "Promotional Programs"). These Promotional Programs may have additional charges. We have the right to establish or eliminate Promotional Programs, in our sole discretion.

Computer Systems

You must provide your own network and telecommunications services, with technology we designate, and you must utilize certain redundant "back-up" systems meeting our TA System Standards. You must use the computer systems, hardware, software, and services we specify in developing and operating the TA Center (the "Computer Systems"). We may require you to obtain specified Computer Systems, including the rewards computer system, proprietary shop system, and proprietary shower system, and related services from our Affiliates and may modify specifications for any components of the Computer System or related services from time to time. Our modifications and specifications for components of the Computer System may require you to incur costs to purchase, lease or license new or modified computer hardware or software and to obtain service and support for the Computer Systems during the Term. You will incur costs in connection with obtaining the computer hardware and software comprising the Computer Systems (or additions or modifications). Within 30 days after you receive notice from us, you must obtain the components of the Computer Systems that we designate and require. The Computer Systems must be capable of connecting your TA Center's Computer System with our Computer Systems so that we can review the results of your TA Center's operations. We also have the right to charge you a systems fee (the "Computer Systems Fee") for any proprietary software that we license to you and other maintenance and support services that we, or our Affiliates, furnish to you related to the Computer Systems. You will be required to comply with the terms of any "terms of use," "privacy policies," "information security policies," or "user rules" we may designate in our sole discretion relating to the Computer System and any website we designate. Certain components and proprietary technology utilized by the TA Center may be furnished to you pursuant to a sublicense or license we have obtained from a third-party owner, developer or manufacturer. You may be required to take actions and sign documents on behalf of a third party in connection with the license or sublicense. You will also be required to install and maintain certain security software on your Computer Systems (such as virus protection, firewalls, and malware blockers) as designated by us from time to time.

We may require you to obtain certain software and network services from the third party providers. These services may include, but are not limited to, providing and managing network equipment, providing information security services, and providing Payment Card Industry (PCI) and other compliance services.

You must be PCI & Data Security Standard (DSS) compliant and remain compliant at all times. You must submit the necessary documentation at least every calendar year to prove your compliance per our TA System Standards. We have the right to request proof of your PCI DSS compliance at any time.

You must comply in all respects with the information security standards set forth in the TA System Standards. We have the right to complete an initial security review, including, but not limited to a risk assessment questionnaire. If a risk assessment questionnaire is requested, you must provide back answers within a reasonable timeframe, but no more than 20 calendar days from the date of our request. We reserve the right to periodically perform security reviews. If any security review identifies any deficiencies, you will, at your sole cost and expense, promptly take all actions necessary to remediate those deficiencies. You will inform us with 48 hours of detecting an actual or suspected security incident, as defined as the act of violating an explicit or implied security policy or security requirement. You will inform us within 24 hours of detecting an actual or suspected security breach, as defined as a security incident that results in unauthorized access of data, applications, services, networks, and/or devices. In the event of a security incident or security breach, you will fully cooperate and provide us the necessary information and resources to perform a thorough investigation.

Your estimated initial hardware and installation expense for Computer Systems will range from $130,000 to $265,000. Initial software expense will range from $20,000 to $40,000. On-going expenses related to Computer Systems are estimated to be between $12,000 and $30,000 per year. We have independent access to the information generated and stored in the Computer Systems.

Capital Modifications

We may periodically modify TA System Standards, which may accommodate regional or local variations as we determine, and any such modifications may obligate you to invest additional capital in the TA Center ("Capital Modifications") and/or incur higher operating costs. The Capital Modifications may include, among other things, changes to the Marks, the TA Center facade and structure, operating assets, the Products and Services to be offered at the TA Center, interior specifications and equipment. You must comply with these changes to TA System Standards within 60 days unless the Capital Modifications will be greater than $15,000 in which case you will have four months to comply.

Table of Contents of Manual

The Table of Contents of our Manual is at **Exhibit C**. Our Manual is 144 pages long.

Training

You must ensure that your TA Center managers, as those functions are described in our Manual, your Managing Owner, and such other personnel as we designate from time to time, complete our training programs to our satisfaction prior to the opening of the TA Center. Training is mandatory. TA Franchise will not charge a training fee for the initial employee to hold each of the above-listed job functions, but you will be responsible for all expenses incurred by these individuals in attending training, including salary, travel and living expenses.

The tables below describe the training that will occur after signing the Franchise Agreement. The initial training will be conducted at times and locations designated by TA Franchise, but the training will not begin any sooner than the 30th day after you sign the Franchise Agreement. Management training ranges from 5-28 business days in duration at a place TA Franchise designates. You or your manager must complete the training program to TA Franchise's specifications.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
1. FUEL DEPARTMENT MANAGER/STORE MANAGER			
Fuel Department On-Site Training; Overall department operation	0	24	Company Location
Quality, Service and Cleanliness Standards (Fuel Department and Showers), coffee program, Daymaker	0	6	Company Location
Manager Functions to include; Report analysis, Extranet Navigation, DM expectations, ServiceNow ticket reporting, and Open Road Distributing (ORD) Training	0	30	Company Location
2. TRUCK SERVICE DEPARTMENT MANAGER:			
Truck Service Department Off-Site Training: Overall operation of the department (TIA and Freightliner class, which are week long classes) (not all franchises are Freightliner Certified)	120	0	TA Training Center Lodi, OH
Truck Service Department On-Site Training: Overall department operation	0	24	Company Location
Quality, Service and Cleanliness Standards	0	6	Franchised Premises
Manager functions to include ORD Training	0	30	Franchised Premises
3. RETAIL STORE MANAGER/FUEL MANAGER:			
Retail Store Off-Site Training: Overall operation of the department	0	10	Franchised Premises
Retail Store On-Site Training: Overall department operations	0	10	Franchised Premises
Quality, Service and Cleanliness Standards	0	10	Franchised Premises
ORD Training	0	10	Franchised Premises

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
4. ADMINISTRATIVE STAFF:			
ACCESS billing	0	2	Franchised Premises
5. CUSTOMER SERVICE REPRESENTATIVES AND CUSTOMER SERVICE ATTENDANTS (HOURLY EMPLOYEES, ALL PROFIT CENTERS):			
Fuel and Store Departments/Customer Service Training	0	24 hrs a day times 6 days	Franchised Premises
Restaurant	0	6 days of training all shifts/all positions covered	Franchised Premises
Truck Service	0	6 days of training all shifts/all positions	Franchised Premises
Procedural Training – promotional/POS integration training	0	2	Franchised Premises

The training identified above must be completed prior to opening. We may require you to complete additional training at your expense and we may charge our then-current fees for all such additional training. We have not and currently do not charge fees for the additional training, but reserve the right to do so in the future at commercially reasonable hourly rates which may be determined by us in the future.

TA Franchise maintains a formal training staff that currently includes the following individuals:

Chad Setera, Director of Learning & Development, who has over 11 years of operational and training experience with TA Operating;

Mark Delima Jr., Manager, Truck Service Learning and Development, who has over 23 years of operational and training experience with TA Operating;

Max Camardo, Supervisor, Learning & Development, who has over 2 years of operations and training experience with TA Operating;

Cameo Echols, Learning Technologies Specialist, who has over 3 years of operations and training experience with TA Operating;

Colleen Noggle, Learning and Development Specialist, who has 3 years of operational and training experience.

Marina Curmei, Sr. Learning and Development Specialist, who has 5 years of operational and training experience.

Mike Solvey, Justin Rolland, and Arthur Quinn are all ASE Certified Instructors and Master Technicians.

Training is conducted monthly or quarterly, depending on franchisee demand, and the dates of this training are published and made available to you as TA Franchise schedules training.

Item 12: TERRITORY

Grant for a Specific Area

The Franchise Agreement grants you the right to operate the TA Center at a single site that you select and we approve. **Exhibit C** to the Franchise Agreement will list the specific street address of the approved site. Once a site for the TA Center is approved by us, it will be set forth in **Exhibit C** to the Franchise Agreement and we will determine and describe the Protected Area (as defined below), if any, in **Exhibit C** to the Franchise Agreement. You must operate the TA Center only at the approved site.

If you lease the land and your lease expires or terminates for a reason outside of your control, if the site is destroyed, condemned or otherwise rendered unusable as a TA Center in accordance with the Franchise Agreement, or if in our sole judgment there is a change in character of the location of the site sufficiently detrimental to its business potential to warrant the TA Center's relocation, we will permit you to relocate the TA Center to another site location within the Protected Area (if any), provided that you comply with all of our requirements for a site relocation and such relocation site meets are then-current site criteria for relocation sites.

Your Rights In the Protected Area

So long as you are in compliance with the Franchise Agreement, and subject to the rights we reserve below, we will not grant to others the right to operate a TA Center from any location, fixed or permanent, at the Site or within the geographic area described in **Exhibit C** to the Franchise Agreement, in which your territorial protections (if any) apply (the "Protected Area"). If no Protected Area is designated in **Exhibit C** of your Franchise Agreement, then you have no territorial protection rights for your Franchise. There is no standard minimum Protected Area, apart from what is negotiated and designated in **Exhibit C** of your Franchise Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Our Rights In the Protected Area

TA Franchise and its Affiliates reserve the right at all times to:

(a) to grant licenses or franchises to others to own, establish, or operate TA Centers or TA Express Centers, or to own, establish, and operate TA Centers or TA Express Centers anywhere, except your Protected Area (if any);

(b) to establish, own or operate, or to grant licenses or franchises to others to establish, own, or operate, any business, truck stop, or travel center (including but not limited to a Petro Center or Petro Stopping Center) other than a TA Center or TA Express Center, within or outside the Protected Area (if any), and in connection therewith to use without limitation, the same, similar, combined or co-branded fleet, sales, billing, warranty, road side assistance, loyalty, or marketing programs as we make available to you.

(c) to sell, and provide the Products and Services authorized for sale by TA Centers or TA Express Centers under the Marks or other trade names, trademarks, service marks and commercial symbols at all locations (including but not limited to the provision of truck repair services at a customer's site or by the roadside within or outside your Protected Area (if any)), or through similar or dissimilar channels which are not accessible by a TA Center or a TA Express Center (like telephone, mail order, kiosk, co-branded sites, or through alternative channels of distribution, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within or outside of your Protected Area (if any) and pursuant to such terms and conditions as we consider appropriate

(d) to franchise, license or allow any Person who purchases or assumes the operation of more than one TA Center or TA Express Center to rebrand such Person's other existing facilities as a TA Center or TA Express Center, with the Marks, a "TA" brand or any other Mark, even if such facilities are located within the Protected Area (if any);

(e) to acquire, as part of a single transaction, three (3) or more truckstops or travel centers from the same or related Persons, one or more of which truckstops or travel centers is located within your Protected Area (if any), and operate each such acquired truckstops or travel centers as Company operated, or franchise or license to another Person the right to operate such acquired truckstops or travel centers as TA Centers or TA Express Centers, using the Marks, or any other mark, and participating in the TA System, including, but not limited to, programs we make available to you;

(f) to merge, acquire, joint venture or affiliate with any existing franchise system or business, whether competitive or not; and

(g) to operate any other franchise systems or business for the same, similar or different Products or Services under any name or mark, and in connection therewith to use without limitation the same, similar, combined or co-branded fleet, sales, billing, warranty, roadside assistance, loyalty or marketing programs as we make available to you, and to grant franchises and licenses without providing you any additional rights.

You do not receive the right to acquire additional franchises within your Protected Area (if any). Continuation of your territorial exclusivity does not depend on achievement of a certain sales volume, market penetration or other contingency. There is no minimum sales quota.

We may regulate the extent to which you may deliver or provide Products or Services outside of your Protected Area. You are not permitted to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of the Protected Area without our written consent, which may be withheld in our sole discretion.

Other Franchise Offerings and Operations of Similar Businesses

As described in Item 1, our Affiliate, Petro Franchise, operates the Petro System under certain trademarks and service marks. Petro Franchise and its franchisees may use the Marks "Road Squad" and "TA Truck Service." Petro Franchise and its franchisees, as well as TA Operating and its Affiliates, may operate Petro Centers or service Road Squad customers within your Protected Area (if any). We are not required to pay you (or any franchisees) any compensation for soliciting or accepting orders inside a Protected Area.

We and Petro Franchise share the same principal business address, offices, and training facilities.

As described in Item 1, we also offer franchises for limited service TA Express Centers, under a separate disclosure document. TA Operating, and its affiliates, also operate TA Express Centers.

If any disputes arise between us and any franchisees as a result of any perceived disparate treatment among brands, we will consider and analyze the issue. If we determine that there has been disparate treatment to a particular franchisee or brand, then we will take the action we deem appropriate to address the issue.

If there are any disputes between franchisees of TA Franchise and Petro Franchise or disputes between TA Center franchisees and TA Express Center franchisees, even if the dispute does not directly involve us, we will work with the franchisees to resolve the dispute.

Item 13: TRADEMARKS

HPT TA Properties Trust ("HPT TA Trust"), a Maryland real estate investment trust formed on November 29, 2006 with a principal place of business of 255 Washington Street, Newton, MA 02458, owns all right, title and interest in the Marks listed below. The Marks listed below have been registered on the Principal or Supplemental Register of the U.S. Patent and Trademark Office as indicated. All appropriate affidavits of use and incontestability have been filed with respect to these registrations.

Service Mark:	COUNTRY PRIDE
Registration No.:	1,497,166
Register:	Principal (Concurrent Use)
Registration Date:	July 19, 1988

Service Mark:	COUNTRY PRIDE RESTAURANT (AND DESIGN)
Registration No.:	3,335,069
Register:	Principal
Registration Date:	November 13, 2007

Service Mark:	GOASIS
Registration No.:	3,080,814
Register:	Principal
Registration Date:	April 11, 2006

Service Mark:	Goasis
Registration No:	5,821,040
Register:	Principal
Registration Date:	July 30, 2019

Trademark:	ROAD KING
Registration No.:	781,013
Register:	Principal
Registration Date:	December 1, 1964

Service Mark:	TA
Registration No.:	4,044,351
Register:	Principal
Registration Date:	October 25, 2011

Service Mark:	TA (STYLIZED)
Registration No.:	2,498,123
Register:	Principal
Registration Date:	October 16, 2001

Service Mark:	TA Express
Registration No:	5,881,041
Register:	Principal
Registration Date:	October 8, 2019

Service Mark:	TA Express
Registration No:	5,765,510
Register:	Principal
Registration Date:	May 28, 2019

Service Mark:	TA TRAVELCENTER (STYLIZED)
Registration No.:	2,390,178
Register:	Principal
Registration Date:	September 26, 2000

Service Mark:	TA TRAVELCENTERS OF AMERICA
Registration No.:	2,469,954
Register:	Principal
Registration Date:	July 17, 2001

Service Mark:	TA Truck Service
Registration	No: 5,152,685
Register:	Principal
Registration Date:	February 28, 2017

Service Mark:	TA Truck Service Certified Used Truck (Design)
Registration No:	5,690,814
Register:	Principal
Registration Date:	March 5, 2019

Applications for registration on the Principal Register of the U.S. Patent and Trademark Office have been filed for the following Marks:

Service Mark:	TA (Design)
Serial No.:	90339886
Filing Date:	November 24, 2020

Service Mark:	TA TravelCenters of America (Design)
Serial No.:	90358956
Filing Date:	December 4, 2020

Service Mark:	TA TravelCenters of America
Serial No.:	97307847
Filing Date:	March 11, 2022

Application for Registration on the Supplemental Register of the U.S. Patent and Trademark Office has been filed for the following mark:

None.

HPT TA Trust does not have a Federal Registration for the Marks for which applications are pending as listed above. Therefore, these Marks do not have as many legal benefits and rights as a federally registered trademark. If your right to use any of these unregistered Marks is challenged, you may have to change to an alternative trademark which may increase your expenses.

HPT TA Trust claims common law rights from its exclusive use, protection and enforcement of the Marks listed above from the date of their first use. None of these Marks are registered in any state. Renewal applications have been timely filed for all of the Marks prior to expiration or cancellation of any registrations.

HPT TA Trust also owns and licenses to TA Operating (which sublicenses to us pursuant to the Leases) the Internet domain name registrations for: http:\\www.tatravelcenters.com, http:\\www.travelcentersofamerica.com, http:\\www.roadking.com, and http:\\www.roadsquad.com.

HPT TA Trust and its affiliate, HPT TA Properties LLC (collectively, "HPT TA Trust"), collectively as landlord, and TA Operating, as tenant, have entered into the following four (4) leases with TA Operating (collectively, and as amended, the "Leases"):

1. Second Amended and Restated Lease No. 1 dated as of October 14, 2019;
2. Second Amended and Restated Lease No. 2 dated as of October 14, 2019;
3. Second Amended and Restated Lease No. 3 dated as of October 14, 2019; and
4. Second Amended and Restated Lease No. 4 dated as of October 14, 2019.

Pursuant to the Leases, HPT TA Trust granted a license to use the Marks it owns to TA Operating. The term of the Lease Agreements expires as follows: Second Amended and Restated Lease No. 1 expires on December 31, 2032, Second Amended and Restated Lease No. 2 expires on December 31, 2031, Second Amended and Restated Lease No. 3 expires on December 31, 2029 and Second Amended and Restated Lease No. 4 expires on December 31, 2033. Provided that no event of default has occurred under the Leases, each of the Leases may be extended for up to two (2) additional periods of 15 years.

The Leases permit TA Operating to enter into one or more subleases or sublicenses with respect to any of the Marks owned by HPT TA Trust, provided TA Operating notifies HPT TA Trust of the material terms and conditions thereof and such subleases or sublicenses do not grant any rights beyond the term of the Lease Agreements.

Under the terms of the Leases, (i) HPT TA Trust has the right to exercise quality control over the use of its Marks by TA Operating or any sublicensees in order to maintain the validity and enforceability of the Marks, (ii) neither TA Operating nor any sublicensee may combine the Marks with any other trademarks, service marks, trade names, logos, domain names or other brand-source insignia without HPT TA Trust prior written consent, and (iii) TA Operating is responsible for the registration and maintenance of the Marks on behalf of HPT TA Trust.

HPT TA Trust may terminate the Leases (i) upon a default by TA Operating under the Lease Agreements, or by any guarantor of TA Operating under any related guaranty, that is not remedied within the applicable cure period (if any), (ii) if any obligation of TA Operating or of any guarantor of TA Operating with respect to any funded indebtedness of $10,000,000 or more is accelerated, (iii) if TA Operating or any guarantor of TA Operating generally fails to pay its debts as they become due, makes a general assignment for the benefit of creditors, or becomes subject to bankruptcy proceedings that are not dismissed within 180 days, (iv) if TA Operating or any guarantor of TA Operating becomes subject to dissolution proceedings, (v) if TA Operating's interest in the leased assets is levied upon or attached and such lien is not discharged within 270 days, unless certain exceptions apply regarding the amount of the lien or whether TA Operating is challenging the lien in good faith, or (vi) upon a change in control of TA Operating or any guarantor of TA Operating that is not otherwise permitted under the Lease Agreements.

TA Operating owns all right, title and interest in the Marks listed below. The Marks listed below have been registered on the Principal or Supplemental Register of the U.S. Patent and Trademark Office as indicated. All appropriate affidavits of use and incontestability have been filed with respect to these registrations.

Service Mark:	Band Together
Registration No.:	4,079,625
Register:	Principal
Registration Date:	January 3, 2012

Service Mark:	Captain Cool
Registration No.:	5261631
Register:	Principal
Registration Date:	August 8, 2017

Service Mark: Captain Cool
Registration No.: 5276910
Register: Principal
Registration Date: August 29, 2017

Service Mark: Captain Cool (Stylized)
Registration No.: 5252352
Register: Principal
Registration Date: July 25, 2017

Service Mark: Captain Cool (Stylized)
Registration No.: 5320347
Register: Principal
Registration Date: October 31, 2017

Service Mark: Citizen Driver
Registration No.: 4666 869
Register: Principal
Registration Date: January 6, 2015

Service Mark: Cool Cup
Registration No.: 5276909
Register: Principal
Registration Date: August 29, 2017

Service Mark: Cool Cup
Registration No.: 5296895
Register: Principal
Registration Date: September 26, 2017

Service Mark: Cool Cup
Registration No.: 5320348
Register: Principal
Registration Date: October 31, 2017

Service Mark: Cool Cup (Stylized)
Registration No.: 5372620
Register: Principal
Registration Date: January 9, 2018

Service Mark: Dollar Bill's
Registration No.: 4633359
Register: Principal
Registration Date: November 4, 2014

Service Mark: Dollar Bill's (Design)
Registration No.: 4633358
Register: Principal
Registration Date: November 4, 2014

Service Mark: eShop
Registration No.: 3,741,380
Register: Supplemental
Registration Date: January 19, 2010

Service Mark: eShop
Registration No.: 5057518
Register: Principal
Registration Date: October 11, 2016

Service Mark: eShop design
Registration No.: 3,824,545
Register: Principal
Registration Date: July 27, 2010

Service Mark: Fast Lane
Registration No.: 2131013
Register: Principal
Registration Date: January 20, 1998

Service Mark: More: Bays. Expertise. Solutions.
Registration No.: 5192623
Register: Principal
Registration Date: April 25, 2017

Service Mark: Open Road Distributing
Registration No.: 4344138
Register: Principal
Registration Date: May 28, 2013

Service Mark: Open Road Distributing (Design)
Registration No.: 4344131
Register: Principal
Registration Date: May 28, 2013

Service Mark: Pumpsmart
Registration No.: 6309959
Register: Principal
Registration Date: March 30, 2021

Service Mark: Refuel. Replenish. Refresh.
Registration No.: 4991594
Register: Principal
Registration Date: July 5, 2016

Service Mark: Reserve-It
Registration No.: 4401690
Register: Principal
Registration Date: September 10, 2013

Service Mark:	Reserve- It! (Design)
Registration No.:	4513962
Register:	Principal
Registration Date:	April 15, 2014

Service Mark:	Road Squad
Registration No.:	4107870
Register:	Principal
Registration Date:	March 6, 2012

Service Mark:	Road Squad Connect
Registration No.:	4262562
Register:	Principal
Registration Date:	December 18, 2012

Service Mark:	Road Squad Connect (Design)
Registration No.:	4314886
Register:	Principal
Registration Date:	April 2, 2013

Service Mark:	Road Squad design
Registration No.:	3,802,347
Register:	Principal
Registration Date:	June 15, 2010

Service Mark:	Road Squad OnSITE
Registration No.:	4987024
Register:	Principal
Registration Date:	June 28, 2016

Service Mark:	Road Squad OnSITE (Design)
Registration No.:	4987023
Register:	Principal
Registration Date:	June 28, 2016

Service Mark:	Stay Fit
Registration No.:	4133936
Register:	Principal
Registration Date:	May 1, 2012

Service Mark:	Stay Fit design
Registration No.:	4196636
Register:	Principal
Registration Date:	August 28, 2012

Service Mark:	Tech On-Site
Registration No.:	5893495
Register:	Supplemental Register
Registration Date:	October 22, 2019

Service Mark:	Tech On-Site (Design)
Registration No.:	5953430
Register:	Principal
Registration Date:	January 7, 2020

Service Mark:	TruckSmart
Registration No.:	4034922
Register:	Principal
Registration Date:	October 4, 2011

Service Mark:	UltraONE
Registration No.:	3,949,127
Register:	Principal
Registration Date:	April 19, 2011

Service Mark:	UltraONE design
Registration No.:	4,050,949
Register:	Principal
Registration Date:	November 1, 2011

Service Mark:	Voted Best (Design)
Registration No.:	4558407
Register:	Principal
Registration Date:	July 1, 2014

Service Mark:	World Blends Coffee Company
Registration No.:	4600325
Register:	Principal
Registration Date:	September 9, 2014

Service Mark:	World Blends (Design)
Registration No.:	4600324
Register:	Principal
Registration Date:	September 9, 2014

Service Mark:	You Break Down. We Show Up.
Registration No.:	3,825,104
Register:	Principal
Registration Date:	July 27, 2010

Applications for registration on the Principal Register of the U.S. Patent and Trademark Office have been filed for the following Marks:

Service Mark: Refresh. Refuel. Repair.
Serial No.: 90290413
Filing Date: October 30, 2020

Service Mark: Refresh. Refuel. Repair.
Serial No.: 90976197
Filing Date: October 30, 2020

Service Mark: ETA
Serial No.: 90623352
Filing Date: April 5, 2021

Service Mark: Fork & Compass (Design)
Serial No.: 97295578
Filing Date: March 4, 2022

Service Mark: Fork & Compass
Serial No.: 97302360
Filing Date: March 9, 2022

Service Mark: Fork & Compass (Design)
Serial No.: 97312408
Filing Date: March 15, 2022

Service Mark: TA TRUCK SERVICE Design
Serial No.: 97322143
Filing Date: March 21, 2022

Service Mark - TA EXPRESS Design
Serial No. - 97322157
Filing Date - 3/21/2022

We use the name "ACCESS" and "COMMERCIAL TIRE NETWORK" but we do not have a Federal Registration for this Mark. Therefore, this Mark does not have as many legal benefits and rights as a federally registered trademark. If your right to use this unregistered Mark is challenged, you may have to change to an alternative trademark which may increase your expenses.

TA Operating claims common law rights from its exclusive use, protection and enforcement of the Marks listed above from the date of their first use. None of these Marks are registered in any state. Renewal applications have been timely filed for all of the Marks prior to expiration or cancellation of any registrations.

TA Franchise has been granted the right by TA Operating to sublicense the Marks, including the trade names, trademarks and service marks, to you during the term of the Franchise Agreement, pursuant to a Trademark License Agreement, dated January 31, 2007, as amended. The term of this Trademark License Agreement continues until the last day of the end of the term of the last to expire of TA Franchise's franchise agreements, but not later than December 31, 2027, unless further extended. If HPT Trust were to terminate the Lease Agreements with TA Operating or if TA Operating were to terminate the Trademark License Agreement with us, we would lose the right to sublicense the Marks to you and you could be required to cease using the Marks unless

HPT TA Trust or TA Operating entered into an alternate arrangement which allowed you to continue using the Marks.

There are presently no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the Marks. HPT TA Trust has agreed not to use "Buckhorn Family Restaurant" in certain respects in specified counties in and around San Francisco and Sacramento, California and Denver, Colorado. Rights to use the "Country Pride" mark include the entire United States, except in the following Texas counties: Dallam, Sherman, Hansford, Ochiltree, Lipscomb, Hartley, Moore, Hutchinson, Roberts, Hemphill, Oldham, Potter, Carson, Gray, Wheeler, Deaf Smith, Randall, Armstrong, Donley, Collingsworth, Parmer, Castro, Swisher, Briscol Hall, and Childress.

Neither TA Franchise, TA Operating, nor HPT TA Trust knows of any infringing uses that could materially affect your use of the Marks at the TA Center.

Except as described above, there are no currently effective agreements that significantly limit the rights of TA Franchise to use or sublicense the use of the above marks listed in this Section in any manner material to you. TA Operating has licensed Perlis Truck Terminal Inc. the right to use the "Country Pride" mark for restaurant services at its non-TA brand truckstop in Cusseta, Alabama and Cordele, Georgia, and non-truckstop locations in Alabama, Florida and Georgia.

The Marks are licensed nonexclusively to franchisees of TA Centers and TA Express Centers, as appropriate. Certain of the Marks are also licensed to franchisees of Petro Franchise.

All usage of the Marks by you and any goodwill established by use of the Marks will be for the exclusive benefit of the owner of the Mark. You will not receive any interest in the Marks. You may not contest the validity or ownership of the Marks or trade secrets or business techniques that are part of the franchise program.

You will not use the Marks, in any form, as part of any corporate or trade name nor may you use the Marks in connection with the sale of any unauthorized product or service or in any manner not expressly authorized in writing by TA Franchise. You will obtain fictitious or assumed name registrations as requested or required.

You must not engage in any form of merchandising, advertising, or promotional practice which is unethical or may be injurious to TA Franchise's business, other TA Centers or TA Express Centers, or to the goodwill associated with the Marks.

You must not use TA Franchise's name or the Marks in any advertising or promotion in any manner TA Franchise does not approve or in connection with any product or service in any manner TA Franchise does not approve.

You must not advertise, or use in any other form of promotion, the Marks without the appropriate federal registration mark or the symbol or the designation "TM" or "SM" where applicable.

TA Franchise has the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. You must notify TA Franchise immediately when you learn about an infringement of or challenge to your use of the Marks. TA Franchise will take the action it thinks is appropriate, but it is not required to defend you against a claim against your use of the Marks. You will assist TA Franchise, TA Operating, and HPT TA Trust as necessary in defending the Marks.

You must modify or discontinue the use of the Marks if TA Franchise instructs you to.

TA Franchise or its agents have the right to enter and inspect your Franchised Premises at all reasonable times, observe how you are rendering your services and conducting your operations, to confer with your employees and customers and review and oversee services and activities to ensure that they are satisfactory and meet with the quality control provisions and performance standards established by TA Franchise as required to preserve the validity and integrity of the Marks described above. If any products do not conform to TA Franchise's standards and specifications, you must immediately stop offering and selling these products.

Item 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

No patents or copyrights are material to the franchise. If it becomes advisable at any time in the sole discretion of TA Franchise to acquire a patent or copyright, you are obligated to use the patent or copyright as required by TA Franchise.

You do not receive the right to use an item covered by a patent or copyright, but you can use the confidential information in the Manual, as described in Item 11 of this Disclosure Document. Although TA Franchise has not filed an application for copyright registration for the Manual, TA Franchise claims common law copyrights to the Manual which is TA Franchise's confidential information. You must promptly notify TA Franchise when you learn of an unauthorized use of the confidential information or the Manual. TA Franchise is not obligated to take any action against any unauthorized user of the confidential information or the Manual, but will respond to this information as TA Franchise thinks appropriate. TA Franchise is not obligated to indemnify you for losses brought by a third party concerning your use of this information.

Confidential Information

You will receive proprietary, confidential and trade secret information of TA Franchise and its Affiliates. You must maintain the confidentiality of this information unless authorized otherwise in writing by TA Franchise.

You must not divulge confidential information except to your employees who must know it to operate the TA Center. If requested by us, you will cause each manager of the TA Center to execute a confidentiality agreement, in a form acceptable to TA Franchise, to protect against disclosure of such information.

The Manual is our proprietary and confidential information. The Manual, whether in hard copy or electronic form, belongs to TA Franchise and you must return it to TA Franchise upon the expiration or termination of the Franchise Agreement. TA Franchise has the right to amend the

Manual in its sole discretion. You must keep the Manual updated and current. If there is a dispute concerning the contents of the Manual, the terms of the master copy maintained by TA Franchise will control.

Item 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must designate an individual to serve as the Managing Owner of your TA Center. The Managing Owner must have a 20% equity interest in you (if you are an entity) or the TA Center (if you are individuals), be approved by us, and complete all of our training requirements. The Managing Owner must devote full time and best efforts to the management and supervision of your employees and the TA Center. The Managing Owner must have the power to bind you in all dealings with us. If you or your Affiliates are developing and operating multiple TA Centers or TA Express Centers, you need designate only one Managing Owner for your or your Affiliates' operation, not one for each TA Center or TA Express Center.

You must also have managers, as specified in the Manuals, who directly supervise and control the TA Center on a day-to-day basis. You must keep TA Franchise informed of the identities of your manager(s) within seven days of their becoming manager(s). Your managers need not have any equity in the franchisee. The managers and their replacements must successfully and promptly complete all of our training programs.

If you are an entity, your Principal Owners (defined as a general partner or any individual with a 5% or greater direct or indirect interest in you) must execute a Guaranty (attached as **Exhibit B** to the Franchise Agreement), guaranteeing your obligations under the Franchise Agreement.

You and your manager(s) must, upon our request, execute a Confidentiality Agreement.

You are not an agent, legal representative, joint venturer, partner, employee, or servant of TA Franchise for any purpose under the Franchise Agreement. You are an independent contractor and are in no way authorized to make any contract, agreement, warranty, or representation for TA Franchise or to create any obligation, express or implied, for TA Franchise. You must identify yourself and your TA Center in all dealings as an independent franchisee of TA Franchise and place notice of your independent ownership as directed by us.

The franchisee or Principal Owner's spouse, who is not a party to the Franchise Agreement, must also sign a guaranty and assumption of the Franchisee's obligations.

Item 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must not sell Services, Products or other items or services at the TA Center or otherwise through the TA Center that we have not previously approved for sale. You must not, without our prior written consent, sell, dispense, give away or otherwise provide products or other items except by means of retail sales to customers at the TA Center. You must immediately implement changes to the Services, Products or other items that we require. You must maintain an inventory of Products and capacity to perform the Services sufficient to meet the daily demands of the TA Center.

At your expense, you must secure and maintain in force all required licenses, permits and certificates relating to the operation of the TA Center and the property on which the Franchised Premises are located and operate the TA Center and maintain the property on which the TA Center is located, in full compliance with all applicable federal, state and local laws, ordinances and regulations. Throughout the term of the Franchise Agreement, you must operate the TA Center in full and strict compliance with the Americans with Disabilities Act. You are responsible for daily monitoring of the underground storage facilities and dispensing of fuel and for reporting to and notifying TA Franchise of any spills, leakage, losses and/or other difficulties relating to underground storage facilities. You are responsible for compliance with all federal, state, and local laws and regulations regarding environmental compliance.

TA Franchise can reject any category of product or services offered for sale at the TA Center. If you elect to offer and sell additional product or service categories to customers of the TA Center, TA Franchise will not unreasonably withhold its approval of any category of product or service.

You must immediately cease offering for sale or selling any product or service if TA Franchise deems the product or service to be detrimental to the Marks or the image of the TA System. TA Franchise has the right to delete or add authorized goods or services and you must comply with such deletions or additions. There are no limits on TA Franchise's right to do so.

You must fully comply with all programs which TA Franchise requires in the Manual, or are otherwise communicated to you and designated by TA Franchise as Core Programs, including but not limited to the following: (1) any then-current inspection or site checklist programs; (2) any then-current competitive price guarantee programs; (3) any then-current fueler or any other named loyalty program; (4) any then-current nationwide guaranty – refund, exchange, replacement; (5) any then-current nationwide programs, including but not limited to the shower program and coffee program; (6) any then-current points or loyalty program; (7) any then-current fleet marketing or discount pricing programs for fuel, shop services, or any other Service or Product; (8) any then-current tire pricing programs; (9) any then-current preventative maintenance pricing programs; (10) any then-current lubricant pricing programs; and (11) any then-current billing programs.

Subject to applicable law, you must comply with our minimum, maximum, and other pricing requirements for Products, Motor Fuel, and Services offered by the TA Center. You must also comply with our pricing methods and procedures, Core Programs, advertising and marketing promotions, and fleet, aggregator, and other Institutional Account (as defined in the Franchise Agreement) pricing arrangements, including but not limited to all fuel pricing requirements.

You must accept or participate in all required payment systems, including but not limited to credit cards, charge cards, gift cards, gift certificates, and coupons. Certain of the payment systems may be co-branded with our Affiliates.

Our other franchisees, including franchisees operating TA Centers and TA Express Centers, TA Operating, and franchisees of Petro Franchise operate travel centers (the "Third Party Travel Centers") which offer roadside truck repair and emergency roadside services through the Road Squad program. You will be required to participate in the Road Squad program. As part of the Road Squad program, TA Operating maintains a call center through which service calls are routed. TA Operating reserves the right, in its sole discretion, to dispatch Road Squad trucks from any travel center or truck repair facility, which may include independent businesses or a Third Party Travel Center for a service call originating in your Protected Area (if any).

You must operate the TA Center in compliance with all applicable laws, including environmental laws; maintain records regarding storage tanks, underground storage tanks and all related pumps and piping as required by law; immediately notify TA Franchise or its Affiliate and appropriate regulatory agencies of inventory loss or release from or on the Franchised Premises of a regulated substance and complete required reports; immediately clean up and dispose of all contaminates, pollutants, toxic substances and hazardous substances and waste which are dumped, spilled, released, buried or otherwise deposited or disposed of, appear on or originate from the Franchised Premises in compliance with applicable laws.

You may request approval to operate motel/lodging facilities, fast food and deli operations or other business facilities on the Franchised Premises. If TA Franchise approves the request, you will operate the additional businesses according to TA Franchise's standards and these businesses will be included in the definition of your TA Center. You will not operate any business or facility on the Site unless approved by TA Franchise in writing. You will not, without TA Franchise's prior written consent, sublet space at the Site, or subcontract or otherwise allow any other Person to manage or operate any portion of the TA Center.

We have the right to change the types of Products and Services you may and must offer without limitation, in our sole discretion.

Item 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Agreement	Summary
a. Length of franchise term	Section 3.2	The initial term of the franchise is 10 years from the date of the signing of the Franchise Agreement.
b. Renewal or extension of term	Section 17.1	You can renew for 2 additional successive terms of 5 years each if certain conditions are met.
c. Requirements for you to renew or extend	Section 17	You must: have complied with all the provisions of the Franchise Agreement during any initial term or renewal term; not be in default under Section 18 of the Franchise Agreement; satisfy all monetary obligations to TA Franchise and Affiliates; sign TA Franchise's then-current Franchise Agreement and other required agreements which may include materially different terms and conditions than the original franchise agreement and comply with TA Franchise's then-current

Provision	Section in Agreement	Summary
		qualifications and training requirements; and, sign a general release. You must give TA Franchise written notice of your intent to renew the franchise no later than 180 days before the expiration of the initial term or the renewal term. We will respond within 90 days after we receive your notice and either: grant you a renewal term; grant you a renewal term on the condition that deficiencies of the TA Center, or your operation of the TA Center are corrected; or not grant you a renewal term. If applicable, our response will describe the remodeling and/or expansion of the TA Center and other improvements or modifications required to bring the TA Center into compliance with then applicable specifications and standards, and state the actions you must take to correct operating deficiencies and the time period in which such deficiencies must be corrected. You must pay us a renewal fee of $20,000. In addition, we may charge a fee for services we render to you and expenses we incur in conjunction with the grant of the renewal term. You must pay for these charges when you receive our invoice.
d. Termination by you	N/A	Franchisees may terminate the franchise agreement under any grounds permitted by state law.
e. Termination by TA Franchise without cause	None	The Franchise Agreement does not provide for termination by TA Franchise without cause; however, TA Franchise and you can terminate the Franchise Agreement if you and TA Franchise mutually agree to do so.
f. Termination by TA Franchise with cause	Sections 18.1, 18.2, 18.3, 18.4	If TA Franchise is entitled to terminate the Franchise Agreement, it may terminate the Franchise Agreement or suspend one or more equal rights under the Franchise Agreement instead of terminating the Franchise Agreement. TA Franchise may terminate the Franchise Agreement without giving you any opportunity to cure the default (based on the nature of the default or the default is non-curable) upon delivery of notice to you if you default under the terms of the Franchise Agreement or for any other lawful reason. We may also terminate the Franchise Agreement if we send you a Default Notice and you fail to cure the default in 30 days. Any default by you under the terms and conditions of the Franchise Agreement or any other agreement between TA Franchise and you

Provision	Section in Agreement	Summary
		or between TA Franchise and your Affiliates, which is so material as to permit TA Franchise to terminate the Franchise Agreement or any other agreement, will be deemed to be a default of each and every agreement between TA Franchise and you or TA Franchise and your Affiliates. Furthermore, in the event of termination, for any cause, of the Franchise Agreement or any other such agreement between TA Franchise and you, TA Franchise may, at its option, terminate any or all other agreements between you (or your Affiliates) and TA Franchise, or between you (or your Affiliates) and TA Franchise's Affiliates.
g. "Cause" defined (curable defaults)	Section 18.3	We may terminate the Franchise Agreement after we notify you of our intention to do so because of the occurrence of any of the following events and your failure to cure the default specified in our notice to you: you fail to keep the TA Center open during the required hours; you purchase or lease any product or service from an unapproved supplier; you fail to obtain and maintain permits and licenses required by applicable law; if you are a business entity, failure to maintain active status in your state of organization; you fail to timely make required reports; you violate any other provision of the Franchise Agreement; you fail to maintain any standards or procedures contained in the Manual; your continued violation of any law, ordinance, rule or regulation of a governmental agency; or you fail to obtain any approvals or consents required by the Franchise Agreement. If you are in default under any other agreement between with TA Franchise, you may be in default under the Franchise Agreement.
h. "Cause" defined (non-curable defaults)	Section 18.2	The following events are non-curable defaults: you have made any material misrepresentation or omission in connection with your purchase of the Franchise; you fail to begin operating the TA Center within 6 months of signing the Franchise Agreement or, in the case of constructing a TA Center, within 18 months of signing the Franchise Agreement; you fail to participate in or otherwise comply with a Core Program; you fail to successfully complete initial or any other training to our satisfaction; you abandon or fail to actively operate the TA Center for 5 or more consecutive business days, unless the TA Center has been closed for a purpose we have approved or because of casualty or government order or is requiring mechanical repair or remodeling

Provision	Section in Agreement	Summary
		approved by us; you surrender or transfer control of the operation of the TA Center without our prior written consent; you are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense; you engage in any dishonest or unethical conduct which may adversely affect the reputation of the TA Center or other TA Centers or the goodwill associated with the Marks; you understate Gross Sales by one percent or more, or our audits or investigations show that you understated Gross Sales by one percent or more two or more times during any 18 month period; you make an unauthorized assignment of the Franchise Agreement or of an ownership interest in you, the TA Center or your operating assets; in the event of your death or disability the Franchise is not assigned as required; you lose the right to possession of the TA Center or the Site; you make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Manual in violation of the Franchise Agreement; you fail to pay any amounts due to us or any Approved Supplier and do not correct such failure within five days after written notice of such failure is delivered to you; you fail to pay taxes due in connection with the operations of the TA Center, unless you are in good faith contesting your liability for such Taxes; you fail to comply with any provision of the Franchise Agreement or any TA System Standard and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you; you fail on two or more separate occasions within any period of 12 consecutive accounting periods or on five occasions during the franchise term to submit reports or other data, information or supporting records when due; or to pay when due any amounts due to us or otherwise to comply with the Franchise Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you; you fail to maintain sufficient liquid funds and bank authorizations to pay amounts to us via electronic transfer on two or more separate occasions during the franchise term; or you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your operating assets; the TA Center or the operating assets are attached, seized, subjected

Provision	Section in Agreement	Summary
		to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you, the TA Center or the operating assets, is not vacated within 30 days following the entry of such order.
i. Your obligation on termination/non-renewal	Section 19	Your obligations include: pay us any Royalties, Monthly Advertising Fees, or any other amounts owed us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us which are then unpaid within 15 days; stop operations of TA Center as a TA-branded facility; cease to identify yourself or any business as a current or former TA Centers, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark or other indicia of a TA Center in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggests a connection or association with us; take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark; and deliver to us all signs, marketing materials, forms and other materials containing any Mark or otherwise identifying or relating to a TA Center and allow us, without liability to you or third parties, to remove all such items from the TA Center. You may be required to promptly and at your own expense make such alterations we specify to distinguish the TA Center clearly from its former appearance and from other TA Centers so as to prevent confusion by the public. In addition, you may be required to notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, telecopy or other numbers and any regular, classified or other telephone directory listings associated with any Mark, authorize the transfer of such numbers and directory listings to us or at our direction and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify.
j. Assignment of contract by TA Franchise	Section 16.1	There is no restriction on TA Franchise's right to assign.
k. "Transfer" by you definition	Section 16.2	Any transfers are subject to the prior written consent of TA Franchise. The term transfer includes your voluntary, involuntary, direct or indirect assignment, sale, gift or other

Provision	Section in Agreement	Summary
		disposition of any interest in: (a) the Franchise Agreement; (b) you; (c) the TA Center; or (d) the Operating Assets;
l. TA Franchise's approval of transfer by you	Section 16.2	You must obtain TA's prior approval for all transfers.
m. Conditions for TA Franchise's approval of the transfer	Sections 16.3	Transferee has sufficient business experience, aptitude and financial resources to operate the TA Center; you have paid all amounts due us and have submitted all required reports and statements, and made payments to all Approved Suppliers and Preferred Vendors or made arrangements to do so satisfactory to us and them; the transferee (or its owners) have agreed to complete our standard training program, at their expense; the transferee has agreed to be bound by all of the terms and conditions of the Franchise Agreement; the transferee has entered into our then-current form of Franchise Agreement; the transferee agrees to upgrade the TA Center to conform to our then-current standards and specifications; you or the transferee pay us a transfer fee equal to \$35,000 (or \$75,000 if the transfer is proposed prior to the first anniversary of the opening of the TA Center) to defray expenses we incur in connection with the transfer, including but not limited to, our third party expenses, and the costs of training the transferee (or its owners) and other personnel. If the proposed transfer is among your Owners, the transfer fee will be equal to \$10,000; you (and your transferring Owners) have signed a general release; we have approved the material terms and conditions of the transfer; if you or your Owners finance any part of the sale price of the transferred interest, you and/or your Owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your Owners have reserved in the TA Center are subordinate to the transferee's obligation to pay Royalties, Monthly Advertising Fees and other amounts due to us and otherwise to comply with the Franchise Agreement; you and your transferring Owners (and your and your Owners' spouses) have signed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in the Franchise Agreement; and you and your transferring Owners have agreed that you and they will not directly or indirectly at any time or in any

Provision	Section in Agreement	Summary
		manner (except with respect to other TA Centers or you own and operate) identify yourself or themselves or any business as a current or former TA Center, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of a TA Center in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us.
n. TA Franchise's right of first refusal to acquire your business	Section 16.8	If you receive an offer to purchase any interest in the Franchise Agreement, the Site and/or the TA Center (including the real property related to the Site or the TA Center, whether a leasehold, fee interest or otherwise) or an ownership interest in you, you must offer those terms to TA Franchise; TA Franchise then has 30 days from receipt of the written offer to meet such offer, which right applies during the term of your Franchise Agreement and for the 5 year period following expiration or termination.
o. TA Franchise's option to purchase your business	Section 19.5	TA Franchise has an option to purchase your TA Center, the Operating Assets, and your interest in the Site. TA Franchise may exercise its option to purchase if your Franchise Agreement is terminated or expires.
p. Your death and disability	Sections 16.5 and 16.6	Upon your death or disability, TA Franchise may require you (or such Owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in the Franchise Agreement (or such Owner's interest in you) to a third party. Your heirs, beneficiaries or other representative may appoint a manager to operate the TA Center if the TA Center is not being managed by a trained manager. Pending appointment, we may appoint a manager and charge a reasonable management fee.
q. Non-competition covenants during the term of the franchise	Section 12 and 19.4	Non-Compete Covenant During the term of the Franchise Agreement and, for a period of 2 years thereafter, neither you nor any of your Owners (nor any of your or your Owners' spouses or children) will have any direct or indirect interest as a disclosed or beneficial Owner, investor, partner, director, officer, employee, franchisee, consultant, operator, representative or agent or in any other capacity in any Competitive Business operating:

Provision	Section in Agreement	Summary
		(A) within the Protected Area; (B) within 75 miles of the Protected Area (if any), and if not, within 75 miles of the Site; (C) within 75 miles of any other TA Center or TA Express Center (franchised or otherwise) in operation or which is under construction and granted the right to operate in such area on the later of the effective date of the termination or expiration of the Franchise Agreement or the date on which a Person restricted by this Section complies with this Section; or (D) anywhere in the United States or Canada in connection with a regional or national chain operating a Competitive Business (including but not limited to Pilot, Flying J, Bosselman, Love's, or Sapp Bros.) <u>Covenant Not to Solicit</u> During the term of the Franchise Agreement and, for a period of 2 years thereafter, neither you nor any of your Owners will entice or induce or in any manner influence any Person, who is in our or our Affiliates' employ at a management level, to leave such employ or discontinue such service. <u>Covenant Not to Divert Business</u> During the term of the Franchise Agreement, neither you nor any of your Owners (nor any of your or your Owners' spouses or children) will divert or attempt to divert any business or any customer of a TA Center to any Competitive Business or any gas station, restaurant, or convenience store, by direct or indirect inducement or otherwise, or do or perform directly or indirectly any other act injurious or prejudicial to the goodwill associated with our Marks or System, or in any way negligently or intentionally interfere with your TA Center or our business or prospective business. These covenants may be subject to applicable state laws. The Franchise Agreement defines a Competitive Business as: "Any truckstop or travel center business or service center that (i) provides the same or similar services as the Services offered at a TA Center, or (ii) which in any way utilizes the Confidential Information, the TA System or the Marks (other than a TA Center operated

Provision	Section in Agreement	Summary
		under a Franchise Agreement with us)."
r. Non-competition covenants after the franchise is terminated or expires	Section 19.4	See 17(q) above re: two year period after termination or expiration of the franchise agreement. Additionally, you may not lease, license or otherwise permit the site to be used by a regional or national chain operating a Competitive Business under a substantially uniform name and image for a two year period after termination or expiration of the franchise agreement. These covenants may be subject to applicable state laws.
s. Modification of the Franchise Agreement	Sections 7 and 21.15	TA Franchise may modify the TA System Standards (including the Marks) and the Manual; implement changes to the Services, Products or other items, approve additional Approved Suppliers, develop additional Preferred Vendor Programs, and modify Computer System specifications for hardware and software. Modification of the Franchise Agreement requires both parties to sign a written agreement.
t. Integration/merger clause	Section 21.15	The Franchise Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of the Franchise Agreement. Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	None	Not Applicable
v. Choice of forum	Section 21.9	For cases where federal jurisdictions would not exist if the case were brought in federal court, the state or county court of any city or county where we have our principal place of business, and, for all other cases, the United States District Court nearest to our principal place of business. This provision is subject to the requirements of applicable state laws.
w. Choice of law	Section 21.7	Ohio law applies (subject to state law).

The provision in the Franchise Agreement which provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law. (11 U.S.C., et seq.)

Item 18: PUBLIC FIGURES

TA Franchise does not use any public figures to promote its franchises.

Item 19: FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

The following tables and notes present information for the 12-month period ended December 31, 2021 regarding: (1) the volume of diesel fuel and gasoline sold; (2) and the amount of Non-Fuel Gross Sales made, by franchised and company-owned TA Centers meeting the "Full Service Criteria." In order to meet the Full Service Criteria, a TA Center must have been continuously operating and: (a) sold diesel and gasoline under separate canopies; (b) contained a truck service shop; (c) contained either a full service restaurant or a quick service restaurant; and (d) contained a convenience store, all for the entire 12 month period ended December 31, 2021.

For purposes of this Item 19, TA Centers owned and operated by one or more Affiliates of TA Franchise are referred to as "Company Centers." TA Centers owned and operated independently by franchisees are referred to as "Franchised Centers."

This Item 19 does not provide information related to the performance of TA Express Centers or TA Centers that did not meet the Full Service Criteria for the entirety of the 12-month period ending December 31, 2021.

As of December 31, 2021, there were 14 Franchised Centers and 160 Company Centers. 2 Franchised Centers did not meet the Full Service Criteria and 25 Company Centers did not meet the Full Service Criteria. Thus, this Item 19 only provides information regarding the financial performance of 12 Franchised Centers and 135 Company Centers during the 12-month period ending December 31, 2021.

Before beginning to review the information contained within this Item 19, please note the following:

1. For Franchised Centers, the sources of information used to prepare this financial performance representation are from royalty reports submitted by franchisees. We have not audited the royalty reports submitted by franchisees. For Company Centers, the sources of information used to prepare this financial performance representation are from our Affiliates' accounting systems. These systems collect information from point of sale equipment, personnel systems, and the accounting staff processes that information to produce financial statements. These Affiliate financial statements are not audited. This

financial performance representation and the tables within it were prepared without an audit. No certified public accountant has audited these figures or expressed their opinion with regard to their contents or form.

TABLE 1: GALLONS OF DIESEL AND GASOLINE FUEL SOLD

Table 1(a) presents sales information for the 12 Franchised Centers meeting the Full Service Criteria for the entire 12-month period ending December 31, 2021. 1 Franchised Center that opened during 2021 and has not yet opened a repair shop was not included. In addition, 1 Franchised Center that did not open its shop until December 2021 (and therefore did not meet the Full Service Criteria for the entirety of 2021) was not included. No Franchised Center closed during the 12 month period ending December 31, 2021.

Table 1(a) Gallons of Diesel Fuel and Gasoline Sold at Franchised Centers January 1, 2021 – December 31, 2021 (Unaudited)		
	Diesel Fuel	**Gasoline**
Average:	11,082,182 Gallons	1,795,048 Gallons
Median:	9,674,282 Gallons	1,770,994 Gallons
High:	21,592,934 Gallons	3,708,603 Gallons
Low:	5,136,068 Gallons	314,300 Gallons
Number and Percentage of Franchised Centers that Met or Exceeded Average	5 / 42%	6 / 50%
Number of Franchised Centers	12	

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Table 1(b) presents sales information for the 135 Company Centers meeting the Full Service Criteria for the entire 12 month period ending December 31, 2021. 25 Company Centers which did not meet the Full Service Criteria for the entirety of 2021 were not included. No Company Centers closed during the 12 month period ending December 31, 2021.

Table 1(b) Gallons of Diesel Fuel and Gasoline Sold at Company Centers January 1, 2021 – December 31, 2021 (Unaudited)		
	Diesel Fuel	**Gasoline**
Average:	8,725,259 Gallons	1,183,840 Gallons
Median:	8,048,342 Gallons	1,040,132 Gallons
High:	31,184,706 Gallons	3,347,438 Gallons
Low:	2,980,116 Gallons	183,226 Gallons
Number and Percentage of Company Centers that Met or Exceeded Average	58 / 43%	58 / 43%
Number of Company Centers	135	

Notes to Table 1

1. As used in this Table 1, a "Gallon" is defined as a U.S. liquid gallon. This table does not provide any information regarding the revenue generated by TA Centers from the sale of diesel fuel or gasoline. The range in sales levels disclosed result from a variety of factors, such as: the size of the TA Center; the specific characteristics of the TA Center, including the variety, size, and number of the amenities (i.e. full service restaurants, quick serve restaurants, retail offerings, ancillary services, etc.), the TA Center's visibility, proximity, and accessibility to adjacent roads and highways; competition from truck stops or other businesses (including gas stations, convenience stores, and restaurants) in proximity to the TA Center; traffic flow, demographic and economic conditions in the locality, and the business abilities and efforts of the management. Certain Franchised Centers and Company Centers on the upper end of the range operate at a larger size or scale or may otherwise have characteristics which may not be available to or typical of a newly franchised TA Center. Specifically, the highest performing franchised location identifies itself as the "world's largest truckstop" and has a reputation as a landmark, which allowed it to make $32,848,866 in Non-Fuel Gross Revenue from its store, alone.

TABLE 2: NON-FUEL GROSS SALES

Table 2 presents sales information for the 12 Franchised Centers meeting the Full Service Criteria for the entire 12-month period ending December 31, 2021. 1 Franchised Center that opened during 2021 and has not yet opened a repair shop was not included. In addition, 1 Franchised Center that did not open its shop until December 2021 (and therefore did not meet the Full Service Criteria for the entirety of 2021) was not included. No Franchised Center closed during the 12 month period ending December 31, 2021.

Table 2 also presents sales information for the 135 Company Centers meeting the Full Service Criteria for the entire 12 month period ending December 31, 2021. 25 Company Centers which did not meet the Full Service Criteria for the entirety of 2021 were not included. No Company Centers closed during the 12 month period ending December 31, 2021.

Table 2: Non-Fuel Gross Sales January 1, 2021 – December 31, 2021 (Unaudited)		
	Franchised Center	**Company Center**
Average:	$10,907,287	$ 8,542,227
Median:	$ 8,389,893	$ 8,037,884
High:	$39,994,171	$23,200,199
Low:	$ 3,373,374	$ 3,157,894
Number and Percentage of TA Centers that Met or Exceeded Average	4 / 33%	59 / 44%
Number of TA Centers	12	135

Notes to Table 2

1. As used in this Table 2, "Non-Fuel Gross Sales" is defined as all gross revenue less: (a) revenue from the sale of gasoline, diesel fuel, ethanol and other fuel blends; and (b) sales taxes; and amounts from promotional coupon or discount programs, employee discounts, and comps. The range in sales levels disclosed result from a variety of factors, such as: the size of the TA Center; the specific characteristics of the TA Center, including the variety, size, and number of the amenities (i.e. full service restaurants, quick serve restaurants, retail offerings, ancillary services, etc.), the TA Center's visibility, proximity, and accessibility to adjacent roads and highways; competition from truck stops or other businesses (including gas stations, convenience stores, and restaurants) in proximity to the TA Center; traffic flow, demographic and economic conditions in the locality, and the business abilities and efforts of the management. Some Company Centers made Non-Fuel Gross Sales in connection with casino, gaming, hospitality, and other offerings that are not available to franchisees in states where such activities are prohibited or highly regulated. Certain Franchised Centers and Company Centers on the upper end of the range operate at a larger size or scale or may otherwise have characteristics which may not be available to or typical of a newly franchised TA Center. Specifically, the highest performing franchised location identifies itself as the "world's largest truckstop" and has a reputation as a landmark, which allowed it to make $32,848,866 in Non-Fuel Gross Revenue from its store, alone.

Some TA Centers have earned or sold this much. Your individual results may differ. There is no assurance that you'll earn or sell as much.

Written substantiation for the information appearing in this financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, TA Franchise Systems LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Dave Raco, 24601 Center Ridge Road, Westlake, Ohio 44145-5634 (440) 808-3169, mailto:draco@ta-petro.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary for Years 2019 to 2021[1]

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
TA Franchised	2019	12	12	0
	2020	12	13	+1
	2021	13	14	+1
TA Company-Owned	2019	163	160	-3
	2020	160	160	0
	2021	160	160	0
Total Outlets[1]	2019	175	172	-3
	2020	172	173	+1
	2021	173	174	+1

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for Years 2019 to 2021

State	Year	Number of Transfers
Oregon	2019	0
	2020	0
	2021	1
TOTAL	2019	0
	2020	0
	2021	1

Table No. 3

Status of TA Franchised Outlets for Years 2019 to 2021[1]

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Acquired by Franchisor	Ceased Operations, Other Reasons	Outlets at End of the Year
Alabama	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Iowa	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Kansas	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Missouri	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Ohio	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1

[1] If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Acquired by Franchisor	Ceased Operations, Other Reasons	Outlets at End of the Year
Oregon	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Pennsylvania	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Tennessee	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Texas	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Virginia	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Wisconsin	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
TOTAL	2019	12	0	0	0	0	0	12
	2020	12	1	0	0	0	0	13
	2021	13	1	0	0	0	0	14

Table No. 4

Status of TA Company-Owned Outlets for Years 2019 to 2021[1]

State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Acquired from Franchisees**	**Outlets Closed**	**Outlets Sold to Franchisees**	**Outlets at End of the Year**
Alabama	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Arizona	2019	5	0	0	0	0	5
	2020	5	0	0	0	0	5
	2021	5	0	0	0	0	5
Arkansas	2019	2	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
California	2019	9	0	0	0	0	9
	2020	9	0	0	0	0	9
	2021	9	0	0	0	0	9
Colorado	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Connecticut	2019	3	0	0	1	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Florida	2019	6	0	0	1	0	5
	2020	5	0	0	0	0	5
	2021	5	0	0	0	0	5
Georgia	2019	7	0	0	0	0	7
	2020	7	0	0	0	0	7
	2021	7	0	0	0	0	7
Idaho	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Illinois	2019	7	0	0	0	0	7
	2020	7	0	0	0	0	7
	2021	7	0	0	0	0	7
Indiana	2019	7	0	0	0	0	7
	2020	7	0	0	0	0	7
	2021	7	0	0	0	0	7
Iowa	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Kansas	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Kentucky	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Louisiana	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2021	4	0	0	0	0	4
Maryland	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Michigan	2019	6	0	0	0	0	6
	2020	6	0	0	0	0	6
	2021	6	0	0	0	0	6
Minnesota	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Mississippi	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Missouri	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
Montana	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Nebraska	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Nevada	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
New Hampshire	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
New Jersey	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
New Mexico	2019	5	0	0	0	0	5
	2020	5	0	0	0	0	5
	2021	5	0	0	0	0	5
New York	2019	5	0	0	0	0	5
	2020	5	0	0	0	0	5
	2021	5	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
North Carolina	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Ohio	2019	9	0	0	0	0	9
	2020	9	0	0	0	0	9
	2021	9	0	0	0	0	9
Oklahoma	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Oregon	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Pennsylvania	2019	8	0	0	0	0	8
	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
Rhode Island	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
South Carolina	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
Tennessee	2019	7	0	0	0	0	7
	2020	7	0	0	0	0	7
	2021	7	0	0	0	0	7
Texas	2019	14	0	0	0	0	14
	2020	14	0	0	0	0	14
	2021	14	0	0	0	0	14
Utah	2019	2	0	0	1	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Virginia	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Washington	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
West Virginia	2019	2	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Wisconsin	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Wyoming	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
U.S TOTALS:	2019	**162**	**0**	**0**	**3**	**0**	**159**
	2020	**159**	**0**	**0**	**0**	**0**	**159**
	2021	**159**	**0**	**0**	**1**	**0**	**158**
Ontario, Canada	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
COMPANY TOTALS:	2019	**163**	**0**	**0**	**3**	**0**	**160**
	2020	**160**	**0**	**0**	**0**	**0**	**160**
	2021	**160**	**0**	**0**	**0**	**0**	**160**

[2]In 2019, the following 3 Company Owned TA Centers were re-branded as Company-Owned TA Express Centers: Branford (New Haven), CT; Seffner (Tampa), FL; Parowan, UT.

Table No. 5

TA Projected Openings as of December 31, 2021

State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	1	0	0
Arkansas	1	0	0
California	4	0	0
Georgia	0	0	1
New Mexico	1	0	0
TOTAL	7	0	1

The data in these Item 20 tables only includes franchises under this offering. It does not include information on TA Express Center franchises or company owned units, which are offered under the TA Express Center disclosure document. TA Operating also operates 3 leased stand-alone truck service shops, which are not included in these Item 20 tables.

The names, addresses and telephone numbers of our TA Center franchisees, as of December 31, 2021, are as follows:

Entity	**Contact Name**	**Address**	**Telephone No.**
Montgomery 76 Auto/Truck Plaza, Inc.	Lee T. Yourman	980 W. South Blvd. Montgomery, AL 36105	334-288-3700
Truck Stop 75 LLC & Truck Stop 75 Market, LLC	Sardorbek Isametdinov	14197 S US Hwy 441 Lake City, FL 32024	305-303-9071
Iowa 80 Truckstop, Inc.	Will Moon	755 W. Iowa 80 Rd. PO Box 639 Walcott, IA 52773	563-284-6961
Mitten, Inc.	Gary Johnson/Matt Mildenberger	1001 US Hwy 40 Oakley, KS 67748	785-672-3062
Wilmoth Oil Company, LLC / Wilmoth Enterprises, Inc.	Brent Wilmoth	1000 E. Mt. Vernon Blvd. PO Box 391 Mt. Vernon, MO 65712	417-466-7632
Wilmoth Oil Company, LLC / Wilmoth Enterprises, Inc.	Brent Wilmoth	225 E. Evergreen PO Box 69 Strafford, MO 65757	417-466-7632
L & G Truckers City, Inc.	Tom Panos	1775 Bellefontaine Street Wapakoneta, OH 45895	419-738-2550
Eugene Truck Haven, Inc.	John Anderson	32910 E Pearl St. Coburg, OR 97408	541-485-2137
A4 Quality Property, LLC	Karam Singh	5987 U.S. Highway 30 Huntington, OR 97907	360-521-7036
Snyder's Gateway, Inc.	John Bittner	16563 Lincoln Highway Breezewood, PA 15533	814-735-2011
Crocket Enterprises, Inc.	Jason Brandon	195 Van Hill Road Greeneville, TN 37745	423-234-2138
Sweetwater 76 Auto/Truck Stop, Inc.	R. L. Johnston	100 South Hopkins Sweetwater, TX 79556	325-235-8488
Vesuvius, Incorporated	Bobby Berkstresser	2516 N. Lee Highway Lexington, VA 24450	540-463-3478
Janesville Travel Center, Inc.	Jim Campbell	3222 Humes Road Janesville, WI 53546-9156	608-751-3183

The names and addresses of our TA Company owned outlets as of December 31, 2021, are as follows:

Site	Location	Address	City	State	Zip
0016	TA Tuscaloosa	3501 Buttermilk Road	Cottondale	AL	35453-9364
0054	TA Mobile	9201 Grand Bay	Grand Bay	AL	36541
0260	TA Lincoln	75246 Alabama 77	Lincoln	AL	35096
0007	TA Eloy	2949 North Toltec Road	Eloy	AZ	85131
0246	TA Holbrook	3747 Express Dr.	Holbrook	AZ	86025
0094	TA Kingman	946 West Beale Street	Kingman	AZ	86401
0225	TA Tonopah	1010 N. 339th Avenue	Tonopah	AZ	85354
0226	TA Willcox	1501 North Fort Grant Road	Willcox	AZ	85643
0033	TA Earle	408 Highway 149 North	Earle	AR	72331-9502
0224	TA Prescott	1806 Hwy 371 West	Prescott	AR	71857
0239	TA Wheeler Ridge	5552 Wheeler Ridge Rd.	Arvin	CA	93203
0227	TA Barstow	2930 Lenwood Road	Barstow	CA	92311
0160	TA Buttonwillow	27769 Lagoon Drive	Buttonwillow	CA	93206-0004
0041	TA Coachella	46155 Dillon Road	Coachella	CA	92236
0040	TA Corning	3524 South Highway 99 W	Corning	CA	96021
0170	TA Livingston	435 Winton Pkwy.	Livingston	CA	95334
0162	TA Ontario	4265 East Guasti Road	Ontario	CA	91761-1571
0057	TA Redding	19483 Knighton Road	Redding	CA	96002
0163	TA Santa Nella	12310 S. Hwy 33	Santa Nella	CA	95322
0148	TA Commerce City	5101 Quebec Street	Commerce City	CO	80022
0228	TA Limon	2200 Ninth Street	Limon	CO	80828
0174	TA Wheat Ridge	12151 West 44th Avenue	Wheat Ridge	CO	80033-2448
0154	TA Southington	1875 Meriden-Waterbury Turnpike	Milldale	CT	06467-0548
0022	TA Willington	327 Ruby Road	Willington	CT	06279
0247	TA Baldwin	1024 US 301 South	Baldwin	FL	32234-0638
0248	TA Jacksonville South	1650 C.R. 210 West	Jacksonville	FL	32259-2011
0178	TA Marianna	2112 Highway 71 South	Marianna	FL	32448
0197	TA Vero Beach	8909 20th Street	Vero Beach	FL	32966
0053	TA Wildwood	556 E. St. Rt. 44	Wildwood	FL	34785
0258	TA Brunswick	185 Dungeness Drive	Brunswick	GA	31523
0146	TA Cartersville	981 Cassville-White Road	Cartersville	GA	30121
0156	TA Commerce	30732 Hwy 441 South	Commerce	GA	30529
0268	TA Atlanta South	122 Truckstop Way	Jackson	GA	30233-0967
0249	TA Lake Park	6901 Lake Park Bellville Road	Lake Park	GA	31636-0430
0045	TA Madison	2021 Eatonton Rd.	Madison	GA	30650
0177	TA Savannah	4401 Hwy. 17	Richmond Hill	GA	31324-0280
0167	TA Boise	4115 Broadway	Boise	ID	83705
0092	TA Bloomington	505 Truckers Lane	Bloomington	IL	61701

Site	Location	Address	City	State	Zip
0035	TA Effingham	1702 West Evergreen	Effingham	IL	62401
0044	TA Elgin	19 N 430 US Highway 20	Hampshire	IL	60140
0236	TA Morris	21 Romines Dr.	Morris	IL	60450
0043	TA Mt Vernon	4510 Broadway	Mount Vernon	IL	62864
0199	TA Troy	819 Edwardsville Road	Troy	IL	62294
0030	TA Chicago North	16650 W. Russell Rd.	Zion	IL	60099
0257	TA Clayton	10346 S. State Road 39	Clayton	IN	46118-9184
0241	TA DeMotte	11166 W. State Road 10	Demotte	IN	46310
0010	TA Gary	2510 Burr St.	Gary	IN	46406
0219	TA Lake Station	1201 Ripley Street	Lake Station	IN	46405
0220	TA Porter	1600 West US Hwy 20	Porter	IN	46304
0065	TA Seymour	2636 E. Tipton St.	Seymour	IN	47274-3593
0173	TA Whitestown	5930 East State Road 334	Whitestown	IN	46075-9801
0254	TA Brooklyn	4124 V18 Rd.	Brooklyn	IA	52211
0066	TA Council Bluffs	3210 South Seven Street	Council Bluffs	IA	51501
0252	TA Beto Junction	2775 Highway 75	Lebo	KS	66856
0093	TA Florence	7777 Burlington Pike	Florence	KY	41042
0028	TA Walton	145 Richwood Road	Walton	KY	41094-9526
0237	TA Greenwood	8560 Greenwood Rd	Greenwood	LA	71033
0161	TA Lafayette	1701 North University Ave.	Lafayette	LA	70507-6399
0180	TA Slidell	1682 Gause Blvd	Slidell	LA	70458-1361
0046	TA Tallulah	224 Highway 65 South	Tallulah	LA	71284
0216	TA Baltimore	5501 O'Donnell Street cutoff	Baltimore	MD	21224
0019	TA Elkton	1400 Elkton Road	Elkton	MD	21921
0151	TA Baltimore South	7401 Assateague Drive	Jessup	MD	20794
0242	TA Battle Creek	15874 Eleven Mile Rd.	Battle Creek	MI	49014
0198	TA Saginaw	6364 Dixie Hwy	Bridgeport	MI	48722-0612
0089	TA Ann Arbor	200 Baker Road	Dexter	MI	48130
0069	TA Monroe	1255 N Dixie Hwy	Monroe	MI	48162
0116	TA Sawyer	6100 Sawyer Road	Sawyer	MI	49125
0243	TA Tekonsha	15587 M-60	Tekonsha	MI	49092-0220
0190	TA Rogers	13400 Rogers Drive	Rogers	MN	55374-0238
0047	TA Meridian	2150 Russell Mt. Gilead Road	Meridian	MS	39301
0018	TA Concordia	102 N W 4th Street	Concordia	MO	64020-0745
0175	TA Foristell	3265 N. Service Road East	Foristell	MO	63348
0051	TA Matthews	854 State Hwy 80	Matthews	MO	63867
0052	TA Oak Grove	100 North Broadway	Oak Grove	MO	64075
0261	TA Laurel	11360 South Frontage Road	Laurel	MT	59044
0256	TA Missoula	8018 U.S. Hwy. 93 N.	Missoula	MT	59808
0193	TA Grand Island	8033 West Holling Rd.	Alda	NE	68810
0090	TA Ogallala	103 Prospector Drive	Ogallala	NE	69153
0108	TA Las Vegas	8050 Dean Martin Drive	Las Vegas	NV	89139

Site	Location	Address	City	State	Zip
0181	TA Mill City	6000 E. Frontage Road	Mill City	NV	89418
0172	TA Sparks	200 North McCarran	Sparks	NV	89431-5419
0211	TA Greenland	108 Ocean Road	Greenland	NH	03840
0048	TA Bloomsbury	975 S.R. 173	Bloomsbury	NJ	08804
0006	TA Columbia	2 Simpson Road	Columbia	NJ	07832-0305
0218	TA Paulsboro	171 Berkley Rd.	Paulsboro	NJ	08066
0081	TA Albuquerque	2501 University Blvd.	Albuquerque	NM	87107
0008	TA Gallup	3404 W Historical Hwy 66	Gallup	NM	87301-6841
0014	TA Las Cruces	202 N. Motel Blvd	Las Cruces	NM	88005-4113
0229	TA Moriarty	1700 U.S. Route 66 West	Moriarty	NM	87035
0023	TA Santa Rosa	2634 Historic Route 66	Santa Rosa	NM	88435-0372
0207	TA Binghamton	753 Upper Court Street	Binghamton	NY	13904
0194	TA Pembroke	8420 Alleghany	Corfu	NY	14036-0276
0208	TA Dansville	9616 Commerce Drive	Dansville	NY	14437
0209	TA Fultonville	40 Riverside Drive	Fultonville	NY	12072
0210	TA Maybrook	125 Neelytown Road	Montgomery	NY	12549
0221	TA Candler	153 Wiggins Road	Candler	NC	28715
0251	TA Mocksville	1670 U.S. Hwy 601 North	Mocksville	NC	27028
0002	TA Greensboro	1101 NC Highway 61	Whitsett	NC	27377-0218
0011	TA Dayton	6762 US Rte 127 N.	Eaton	OH	45320-003
0039	TA Hebron	10679 Lancaster Rd.	Hebron	OH	43025
0139	TA Jeffersonville	12403 US Rt 35 NW	Jeffersonville	OH	43128
0029	TA Kingsville	5551 St Rt 193	Kingsville	OH	44048
0024	TA London	940 US RT 42 NE	London	OH	43140-0560
0095	TA North Canton	4450 Portage St. NW	North Canton	OH	44720
0087	TA Toledo	3483 Libbey Road	Perrysburg	OH	43551-9750
0015	TA Lodi	8834 Lake Road	Seville	OH	44273-0125
0058	TA Youngstown	5400 Seventy Six Drive	Youngstown	OH	44515
0036	TA Oklahoma City East	801 South Council Road	Oklahoma City	OK	73128-4218
0059	TA Oklahoma City West	501 South Morgan Road	Oklahoma City	OK	73128
0152	TA Sayre	11603 N. 1900 Rd.	Sayre	OK	73662
0056	TA Aurora	21856 Bents Road NE	Aurora	OR	97002
0183	TA Troutdale	790 N W Frontage Road	Troutdale	OR	97060
0212	TA Bloomsburg	6 Buckhorn Rd.	Bloomsburg	PA	17815
0003	TA Brookville	245 Allegheny Blvd.	Brookville	PA	15825-8211
0215	TA Harborcreek	4050 Depot Road	Erie	PA	16510
0213	TA Greencastle	10835 John Wayne Drive	Greencastle	PA	17225
0012	TA Harrisburg	7848 Linglestown Road	Harrisburg	PA	17112-0535
0067	TA Barkeyville	5644 St. Rt. 8	Harrisville	PA	16038-9641
0068	TA Lamar	5600 Nittany Valley Drive	Lamar	PA	16848-0278
0214	TA Milesburg	875 N. Eagle Valley Road	Milesburg	PA	16853
0253	TA West Greenwich	849 Victory Hwy. West	West Greenwich	RI	02817

Site	Location	Address	City	State	Zip
0262	TA Columbia North	99 Plumbers Road	Columbia	SC	29203
0025	TA Spartanburg	1402 East Main St.	Duncan	SC	29334-9647
0195	TA Florence	2301 W. Lucas Street	Florence	SC	29501
0179	TA Manning	3014 Paxville Highway	Manning	SC	29102
0117	TA Antioch	13011 Old Hickory Blvd.	Antioch	TN	37013
0245	TA Denmark	155 Hwy. 138 Providence Road	Denmark	TN	38391-9998
0157	TA Franklin	4400 Peytonsville Road	Franklin	TN	37064
0013	TA Knoxville East	608 Lovell Road	Knoxville	TN	37932-3297
0269	TA Knoxville West	615 Watt Road	Knoxville	TN	37922-1112
0034	TA Nashville	111 N. First St.	Nashville	TN	37213
0255	TA Caryville	305 Howard Baker Hwy	Pioneer	TN	37847
0055	TA Amarillo	7000 E. Interstate 40	Amarillo	TX	79118
0017	TA Baytown	6800 Thompson Road	Baytown	TX	77521
0230	TA Big Spring	704 West Interstate 20	Big Spring	TX	79720
0150	TA Dallas South	7751 Bonnie View Rd	Dallas	TX	75241
0266	TA Denton	6420 North I-35	Denton	TX	76207
0235	TA Edinburg	8301 N.HWY 281	Edinburg	TX	78541-7060
0231	TA Ganado	802 E. York, Hwy 59	Ganado	TX	77962
0333	TA Hillsboro	160 State Hwy 77	Hillsboro	TX	76645
0153	TA Laredo	1010 Beltway Parkway	Laredo	TX	78045
0232	TA New Braunfels	4817 I-35 North	New Braunfels	TX	78130
0049	TA Rockwall	2105 South Goliad St.	Rockwall	TX	75032-4821
0147	TA San Antonio	6170 I.H.-10 East	San Antonio	TX	78219
0270	TA Bernardo	6701 US Hwy 90	Sealy	TX	77474
0233	TA Terrell	1700 Wilson Road	Terrell	TX	75161
0060	TA Tooele	8836 Clinton Landing Rd.	Tooele	UT	84074
0001	TA Ashland	100 North Carter Rd.	Ashland	VA	23005-0712
0142	TA Richmond	10134 Lewistown Road	Ashland	VA	23005
0143	TA Wytheville	1025 Peppers Ferry Road	Wytheville	VA	24382
0176	TA Seattle East	46600 S.E. North Bend Way P.O. Box 1970	North Bend	WA	98045
0149	TA Hurricane	4195 State Route 34	Hurricane	WV	25526-9772
0032	TA Wheeling	196 W. Alexander Road	Valley Grove	WV	26060-8025
0050	TA Madison	5901 Highway 51	De Forest	WI	53532
0192	TA Hudson	601 Brakke Dr.	Hudson	WI	54016-0630
0187	TA Cheyenne	4000 I-80 Service Road	Burns	WY	82053
0188	TA Ft. Bridger	I-80 @ Bigelow Road	Fort Bridger	WY	82933
0234	TA Rawlins	1400 Higley Blvd.	Rawlins	WY	82301
0601	TA Woodstock	535 Mill Street N4S 7V6	Woodstock	ON	N4S 0A9

Listed below is the name and address of those TA franchisees who signed a Franchise Agreement but their outlet was not yet operational as of December 31, 2021:

Entity	Contact Name	Address	Telephone No.
Ash Fork TC LLC	Andrew J. Sobel	4495 W. Hacienda Avenue, Suite 7A Las Vegas, NV 89118 [Ashfork, AZ]	310-963-4100
Wheatley Express Inc.	Raghbir Pancal	701 South Street, Suite 100 Mountain Home, AR 72653 [Wheatley, AR]	832-603-1671
Grewal Petroleum, Inc.	Ravinder Grewal	21550 Oxnard Street, Suite 655 Woodland Hills, CA 91367 [Calexico, CA]	310-748-1348
CA Travel Centers LLC	Melvin Lee Smith	29613 County Road 8 Dunnigan, CA 95937 [Dunnigan, CA]	805-340-7458
Singh Petroleum Investments Inc.	Gurbinder Singh Mangat	17900 Murphy Parkway Lathrop, CA 95330	408-355-5700
Cedar Slope Capital	Basem Sabah	6670 Betty Drive Visalia, CA 93292	559-697-4858
Travel Plaza 40, LLC	Tarlochan Pakka	321 Liberty Corner Road Far Hills, NJ 07931 [Tucumcari, NM]	732-331-8444

Listed below is the name and last known address and telephone number of every franchisee who has had an outlet terminated, canceled, transferred, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year or who has not communicated with TA Franchise within 10 weeks of the date of this Franchise Disclosure Document.

Cedar Slope Capital	Basem Sabah	6670 Betty Drive Visalia, CA 93292	559-697-4858
Huntington Travel Plaza, Inc. and American Eagle Truckstops LLC	Amin Alibhai	1685 Church Street, Suite 104 Decatur, GA 30033	404-917-7245
Vesuvius, Inc.	Jordan Berkstresser	2516 N. Lee Highway Lexington, VA 24450	540-377-2111

If you buy this franchise, your contact information may be disclosed to other buyers during the term when you leave the franchise system.

Within the past three years, existing or former franchisees have signed agreements involving confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak only about their experience with TA Franchise Systems LLC.

You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

No independent franchisee organizations have asked to be included in this Disclosure Document.

Item 21: FINANCIAL STATEMENTS

TA Franchise has attached its Consolidated Financial Statements and Report of Independent Auditors for the years ended December 31, 2021, 2020, and 2019 as **Exhibit D**.

Item 22: CONTRACTS

A copy of the Franchise Agreement is attached as **Exhibit E**. A copy of the general release is attached as **Exhibit F**. A copy of our form Subordination Agreement is attached as **Exhibit G**.

Item 23: RECEIPTS

You will find copies of a detachable receipt in **Exhibit I**, at the very end of the Disclosure Document.

TA FRANCHISE SYSTEMS LLC

EXHIBIT A TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500	**NEW YORK** Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	**NORTH DAKOTA** Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712
ILLINOIS Attorney General of the State of Illinois 500 S. Second Street Springfield, IL 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex, Building 69-1 Cranston, RI 02920 (401) 462-9500
INDIANA Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	**SOUTH DAKOTA** Director of the Division of Insurance 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Securities Commissioner Division of Securities 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
MICHIGAN Department of Attorney General Consumer Protection Division Franchise Section G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, MI 48906 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	**WISCONSIN** Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-2139

TA FRANCHISE SYSTEMS LLC

EXHIBIT B TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 5th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
ILLINOIS Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex, Building 69-1 Cranston, RI 02920 (401) 462-9500
INDIANA Indiana Secretary of State Franchise Section Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
MICHIGAN Department of Attorney General Consumer Protection Division, Franchise Section G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, MI 48906 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division PO Box 9033 Olympia, WA 98501 (360) 902-8760
MINNESOTA Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	**WISCONSIN** Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-2139

TA FRANCHISE SYSTEMS LLC
CONFIDENTIAL OPERATIONS MANUAL TABLE OF CONTENTS

EXHIBIT C TO THE DISCLOSURE DOCUMENT

Table of Contents

FINANCIAL STATEMENTS

EXHIBIT D TO THE DISCLOSURE DOCUMENT

Audited Financial Statements for the years ended December 31, 2021, 2020, and 2019.

TA Franchise Systems LLC
(Wholly Owned Subsidiary of TravelCenters of America Inc.)

Financial Statements
As of and for the years ended December 31, 2021, 2020 and 2019

TA Franchise Systems LLC
Table of Contents

RSM

RSM US LLP

Independent Auditor's Report

To the Board of Directors of
TravelCenters of America Inc.

Opinion

We have audited the financial statements of TA Franchise Systems LLC (the Company), which comprise the balance sheets as of December 31, 2021 and 2020, the related statements of operations, changes in member's capital, and cash flows for the years ended December 31, 2021, 2020, and 2019, and the related notes to the financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years ended December 31, 2021, 2020 and 2019 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued when applicable).

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

RSM US LLP

Cleveland, Ohio
May 2, 2022

TA Franchise Systems LLC
Balance Sheets

	December 31,	
	2021	**2020**
Assets:		
Current assets:		
Franchise receivables	$ 621,731	$ 520,148
Due from affiliate, net	16,024,822	11,066,158
Other current assets	188,414	398,491
Total current assets	16,834,967	11,984,797
Intangible assets, net	1,931,296	2,251,279
Total assets	$ 18,766,263	$ 14,236,076
Liabilities and Member's Capital:		
Current liabilities:		
Other current liabilities	$ 488,009	$ 316,415
Total current liabilities	488,009	316,415
Deferred revenue and other long term liabilities	3,528,596	2,409,524
Total liabilities	4,016,605	2,725,939
Member's capital	14,749,658	11,510,137
Total liabilities and member's capital	$ 18,766,263	$ 14,236,076

The accompanying notes are an integral part of these financial statements.

TA Franchise Systems LLC
Statements of Operations

	Year Ended December 31,		
	2021	**2020**	**2019**
Revenues:			
Royalties and franchise fees	$ 8,970,770	$ 6,554,318	$ 4,550,192
Total revenues	8,970,770	6,554,318	4,550,192
Operating expenses:			
Selling, general and administrative	5,411,266	4,521,903	7,148,240
Amortization	319,983	348,477	367,087
Total operating expenses	5,731,249	4,870,380	7,515,327
Net income (loss)	$ 3,239,521	$ 1,683,938	$ (2,965,135)

The accompanying notes are an integral part of these financial statements.

TA Franchise Systems LLC
Statements of Cash Flows

	Year Ended December 31,		
	2021	**2020**	**2019**
Cash flows from operating activities:			
Net income (loss)	$ 3,239,521	$ 1,683,938	$ (2,965,135)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Amortization expense	319,983	348,477	367,087
Revenue from initial and renewal franchise fees	(549,234)	(202,560)	(81,642)
Changes in working capital:			
Franchise receivables	(101,583)	(153,257)	(54,751)
Due from affiliate, net	(4,958,664)	(3,408,856)	1,804,263
Other current assets	210,077	(127,965)	(68,164)
Accounts payable and other current liabilities	(100)	(63,110)	48,342
Deferred revenue and other long term liabilities	1,840,000	1,923,333	950,000
Net cash provided by operating activities	—	—	—
Net change in cash	—	—	—
Cash, beginning of period	—	—	—
Cash, end of period	$ —	$ —	$ —

The accompanying notes are an integral part of these financial statements.

TA Franchise Systems LLC
Statements of Changes in Member's Capital

	Member's Capital
December 31, 2018	$ 12,791,334
Net loss	(2,965,135)
December 31, 2019	9,826,199
Net income	1,683,938
December 31, 2020	11,510,137
Net income	3,239,521
December 31, 2021	$ 14,749,658

The accompanying notes are an integral part of these financial statements.

TA Franchise Systems LLC
Notes to Financial Statements

1. Business Description and Basis of Presentation

TA Franchise Systems LLC, which we refer to as the Company or we, us and our, is a Delaware limited liability company. We are a wholly owned subsidiary of TravelCenters of America Inc., or TA, a Maryland corporation.

Formation. We were formed through the conversion of TA Franchise Systems Inc., or TAFSI, on January 31, 2007, under section 18.214 of the Delaware Limited Liability Company Act to franchise travel centers under the "TravelCenters of America," "TA Express" and "TA" brand names, or the TA Brand; we do not operate any travel centers ourselves. Under the Delaware Limited Liability Company Act, our creation date is deemed to be the creation date of TAFSI, as if we had been in operation as a Delaware Limited Liability Company from the date TAFSI was formed. As such, these statements have been prepared as if we have been a limited liability company since inception.

Under our Limited Liability Company Operating Agreement, or the Operating Agreement, TA is our sole member and TA's liability is limited to the fullest extent permitted by law. In any fiscal year our profits or losses and distributions, if any, are allocated to TA pursuant to the terms of the Operating Agreement.

Franchised Travel Center Activity. As of December 31, 2021, TA's business included 276 travel centers in 44 states in the United States and the province of Ontario, Canada, primarily along the U.S. interstate highway system, 199 of which were operated under the TA Brand. We franchised 31 travel centers and TA operated 168 travel centers under the TA Brand. The following table shows the TA branded travel center activity for the years ended December 31, 2021, 2020 and 2019.

	2021	2020	2019
Franchised travel centers - beginning of period	26	16	12
Franchised openings	5	10	4
Franchised travel centers purchased by TA	—	—	—
Franchised travel centers - end of period	31	26	16
TA operated TA travel centers	168	168	168
Total systemwide TA travel centers	199	194	184

Since the beginning of 2019, we have entered into franchise agreements covering 55 travel centers to be operated under the TA Brand, including 25 new agreements signed in 2021. Four began operations during 2019, ten began operations during 2020 and five began operations during 2021, and we expect the remaining 36 to open by the third quarter of 2023.

Basis of Presentation. The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles, which require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates. Expenses incurred related to the administrative support provided by TA have been allocated to us through the management fee paid to TA. If we operated as a standalone entity, our results could differ materially from those presented in these financial statements. See Note 5 for more information about our relationship with TA.

COVID-19. In March 2020, the World Health Organization, declared the outbreak of COVID-19 a pandemic, and, in response to the outbreak, the U.S. Health and Human Services Secretary declared a public health emergency in the United States and many states and municipalities declared public health emergencies. Various governmental responses attempting to contain and mitigate the spread of the virus have negatively impacted, and continue to negatively impact, the global economy, including the U.S. economy.

We believe that our travel centers and the truck drivers that we serve are critical to sustaining a resilient supply chain to support essential services and daily commerce across the United States. To date during the COVID-19 pandemic, our business has benefited from an increased demand for e-commerce and from being recognized by various governmental authorities as a provider of services essential to businesses, which allowed us to continue operating our travel centers through the COVID-19 pandemic. We have taken various actions and have incurred additional costs in response to the pandemic to address its operating and financial impact and to protect the health and safety of our customers, employees and other persons who visit our travel centers and restaurants. However, if there is another economic downturn as a result of the continued impact of the pandemic, demand for the transporting of products across the United States by trucks may decline, possibly significantly. If that occurs, our business, results of operations and financial position may be adversely impacted.

The U.S. economic conditions have improved significantly in the United States from the low points experienced during the pandemic. Commercial activities in the United States rebounded and grew in part due to government spending on pandemic relief, infrastructure and other matters.

Government and market responses to the COVID-19 pandemic have caused supply chain and labor availability issues, which at times have resulted in reduced availability of goods and inflationary pressures; inflationary pressures have continued into 2022 and remain heightened. The ultimate adverse impact of the COVID-19 pandemic or a similar health crisis is highly uncertain. If these challenges continue, or if governments take further actions in response to these challenges, our business, results of operations and financial position may be negatively impacted. We are continuing to closely monitor the impact of the pandemic on all aspects of our business and intend to respond to developments accordingly

Subsequent Events. We have evaluated subsequent events through May 2, 2022, which date represents the date the financial statements were available to be issued.

2. Significant Accounting Policies

Revenue Recognition. Revenues consist primarily of franchise royalties, initial and renewal franchise fees and advertising fees. See Note 3 for more information about our revenues.

Franchise Receivables. We record franchise receivables at the contracted amount. We also record an allowance for doubtful accounts, if any, based on our best estimate of uncollectible franchise receivables. We base the allowance on historical payment patterns, aging of franchise receivables, periodic review of franchisees financial condition and actual write off history. As of December 31, 2021 and 2020, there was no allowance for doubtful accounts.

Intangible Assets. We amortize the recorded costs of intangible assets with definite lives on a straight line basis over their estimated remaining lives, principally the terms of the related franchise agreements. See Note 4 for more information about our intangible assets.

Impairment. We assess intangible assets with definite lives for impairment annually or whenever events or changes in circumstances warrant a revision to the remaining period of amortization. During 2021, we included the COVID-19 pandemic and its impact on our operations in our analysis. For 2021, definite lived intangible assets were assessed using a qualitative analysis that was performed by assessing certain trends and factors, including actual sales, collection of royalties from franchisees and any changes in the manner in which the assets were used that could impact the value of the asset. During 2021, 2020 and 2019, we did not record any impairment charges related to, or recognize a revision to the remaining period of amortization of, our definite lived intangible assets.

Advertising Costs. Costs incurred in connection with advertising are expensed as incurred. Advertising expenses, which are included in selling, general and administrative expense in our statements of operations, were $4,691,160, $3,801,840 and $6,434,120 for the years ended December 31, 2021, 2020 and 2019, respectively.

Income Taxes. We are not subject to federal income taxes but are subject to state income taxes in certain jurisdictions that do not recognize our federal disregarded entity status. Results of operations are allocated to TA pursuant to the terms of the Operating Agreement and reported by TA on its federal and state income tax returns, where applicable. The taxable income allocated to TA in any one year generally varies substantially from income for financial reporting purposes due to differences between the periods in which such items are reported for financial reporting and income tax purposes.

3. Revenues

Royalty Revenues. Royalty revenues are recognized monthly based on a percentage of the franchisees' estimated nonfuel revenues. Royalties generally range between 2% and 4.5% of nonfuel revenues, including on revenues from branded quick service restaurants, in some cases up to a threshold amount, with a lower percentage fee payable on amounts in excess of the threshold amount.

Advertising Fees Revenues. Franchisees are required to make additional payments to us as contributions for TA Brand-wide advertising, marketing and promotional expenses we incur. Advertising fees are recognized monthly as revenue. We collect advertising fees from franchisees at either fixed rates with stated increases based on the Customer Price Index or as a percentage of monthly sales. Historically, contributions received from the TA franchised travel centers do not exceed advertising expenditures. These advertising fees were $2,142,952, $1,642,811 and $1,003,914 for the years ended December 31, 2021, 2020 and 2019, respectively, and are recognized as royalties and franchise fees revenues in our statements of operations.

Franchise Fees Revenues. Initial franchise fees are recognized as revenue over the term of the respective franchise agreement, which is the period the customer benefits from use of the franchise rights. Initial franchise fees for TA and TA Express are $150,000 and $100,000, respectively, per travel center and are due from the franchisee at the time the franchisee joins the network. This fee is reduced by $25,000 for the second and third site a franchisee signs to the network, and reduced by $50,000 for the fourth site signed to the network and beyond. A franchisee may pay a renewal franchise fee to renew its franchise for additional terms, generally two five year renewals on the terms then being offered to prospective franchisees at the time of the franchise renewal. During the years ended December 31, 2021, 2020 and 2019, we collected initial and renewal franchise fees totaling $1,840,000, $1,923,333 and $950,000, respectively.

Disaggregation of Revenues

Our royalties and franchise fees revenues consisted of the following revenues for the years ended December 31, 2021, 2020 and 2019.

	Year Ended December 31,		
	2021	**2020**	**2019**
Royalty revenues	$ 6,278,584	$ 4,708,947	$ 3,464,636
Advertising fees revenues	2,142,952	1,642,811	1,003,914
Franchise fees revenues	549,234	202,560	81,642
Total revenues	$ 8,970,770	$ 6,554,318	$ 4,550,192

Contract Liabilities

Our contract liabilities, which are presented in our balance sheets in other current liabilities and deferred revenue, include the deferred revenue related to our initial and renewal franchise fees. The following table shows the changes in our contract liabilities between periods.

	Franchise Fees
December 31, 2020	$ 2,725,839
Initial and renewal franchise fees collected	1,840,000
Revenue recognized	(549,234)
December 31, 2021	$ 4,016,605

As of December 31, 2021, the deferred initial and renewal franchise fees revenues expected to be recognized in future periods ranges between $472,000 and $486,000 for each of the years 2022 through 2026.

4. Intangible Assets

Intangible assets, net, as of December 31, 2021 and 2020, consisted of the following:

	December 31, 2021		
	Cost	Accumulated Amortization	Net
Agreements with franchisees	$ 9,516,095	$ (7,584,799)	$ 1,931,296

	December 31, 2020		
	Cost	Accumulated Amortization	Net
Agreements with franchisees	$ 9,516,095	$ (7,264,816)	$ 2,251,279

Total amortization expense for intangible assets for the years ended December 31, 2021, 2020 and 2019, was $319,983, $348,477 and $367,087, respectively. We amortize our intangible assets over the terms of the underlying contract; the weighted average life of the franchise agreements is approximately nine years. The aggregate amortization expense for our intangible assets as of December 31, 2021, for each of the next five years is:

	Total
2022	$ 262,995
2023	262,995
2024	262,995
2025	246,697
2026	147,769

5. Related Party Transactions

TA licenses to us, at no cost, for use and sublicense to others, the systems and techniques used in the operation of a TA branded franchise travel center. Our franchisees incur all the organizational costs associated with developing the plans and programs used at TA branded franchise travel centers. We have no employees or depreciable tangible assets.

Due from Affiliate, Net. TA provides cash management services to us, including the collection of franchise receivables and the payment of expenditures for advertising. These amounts are netted and reflected as due from affiliate, net in our balance sheets. Upon any liquidity requirements, these amounts owed from TA may be collected.

TA receives a management fee from us for providing these services, which totaled $720,000 for each of the years ended December 31, 2021, 2020 and 2019, which are included in selling, general and administrative expense in our statements of operations.

TA FRANCHISE SYSTEMS LLC

FRANCHISE AGREEMENT

EXHIBIT E TO THE DISCLOSURE DOCUMENT

TRAVELCENTERS OF AMERICA®

TA® CENTER

FRANCHISE AGREEMENT

FRANCHISOR:	FRANCHISE OWNER:
TA FRANCHISE SYSTEMS LLC 24601 Center Ridge Road Westlake, Ohio 44145-5634	Name:________________________________ Address: ______________________________ ______________________________________ ______________________________________
______________________________________ UNIT NUMBER:	______________________________________ MAILING ADDRESS OF CENTER: ______________________________________ ______________________________________ ______________________________________

TABLE OF CONTENTS

Page

Contents

EXHIBITS

TRAVELCENTERS OF AMERICA®
<u>TA® CENTER</u>

<u>FRANCHISE AGREEMENT</u>

THIS FRANCHISE AGREEMENT (the "Agreement") is effective as of _____________ (the "Agreement Date"). The parties to this Agreement are TA FRANCHISE SYSTEMS LLC, a Delaware limited liability company, with its principal business address at 24601 Center Ridge Road, Westlake, Ohio 44145-5634 (referred to in this Agreement as "we", "us" or "our"), and ___________________________________,a ____________________________, with its principal business address at ____ (referred to in this Agreement as "you," "your" or "Franchise Owner").

1. <u>DEFINITIONS</u>.

In this Agreement, the following terms have the meanings set forth below:

Term	Definition
Affiliate	With respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with, such other Person at any time during the period for which the determination of affiliation is being made. For purposes of this definition the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.
Agreement	This Franchise Agreement between you and us.
Agreement Date	Date of this Agreement.
Approved Suppliers	Those suppliers we designate or approve from time to time (i) to sell you Products, Proprietary Supplies and Operating Assets and (ii) to provide Services to you.
Business Entity	A business entity or organization such as a corporation, partnership, limited liability company, association, trust or unincorporated organization.

Term	Definition
Collateral	The Operating Assets, including furniture, fixtures, equipment, supplies, accounts, receivables, inventory, operating assets, records, inventory and all tangible and intangible assets constituting the TA Center and the Site, including the Lease, or real estate constituting the Site and all accessions and replacements.
Competitive Business	Any truckstop or travel center business or service center that (i) provides the same or similar services as the Services offered at a TA Center, or (ii) which in any way utilizes the Confidential Information, the TA System or the Marks (other than a TA Center or TA Express Center operated under a Franchise Agreement with us).
Computer Systems	The software and hardware equipment we specify that you must utilize in the operation of your TA Center, which may include internet, fuel desk systems, inventory systems, shower systems, loyalty systems, point of sale systems and such other computer systems we establish from time to time.
Core Programs	The programs we prescribe from time to time in the Manuals or otherwise in writing and which are designated by us as a core program. Core Programs include without limitation and by way of example only: (1) any then-current inspection or site checklist programs; (2) any then-current competitive price guarantee programs; (3) any then-current fueler or any other named loyalty program; (4) any then-current nationwide guaranty – refund, exchange, replacement; (5) any then-current nationwide programs, including but not limited to the Shower Program, Coffee Program, etc.; (6) any then-current points or loyalty program; (7) any then-current fleet marketing or discount programs for fuel, shop services, or any other Service or Product; (8) any then-current tire programs; (9) any then-current preventative maintenance programs; (10) any then-current lubricant programs; and (11) any then-current billing programs

Term	Definition
CPI Adjustment	Adjustments made as of January 1 of each year in proportion to the changes in the Index. The Index refers to the Consumer Price Index (U.S. Average, all items) maintained by U.S. Department of Labor (or such equivalent index as may be adopted in the future) between January 1, 1995 and January of the then-current year. Each adjustment will be made effective on January 1 based on the January Index, but the 1st adjustment will not be made until the 2nd January following the Agreement Date (i.e., for an Agreement Date of July 1, 2018, the 1st adjustment would be effective as of January 1, 2020). Our failure to adjust any fixed dollar amounts due to changes in the Index at any time does not constitute our waiver of the right to do so at any other time, including for past periods. However, we will not impose such adjustments retroactively.
Diesel Fuel	Fuel used in diesel engines.
e-commerce	Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chatrooms, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software or hardware.
e-names	URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin.
Force Majeure Event	Any delay or failure in the performance of this Agreement, if such delay or failure is caused by government regulations or orders, war, strikes, terrorist attacks, natural disasters, acts of God, or other acts or causes of a similar nature which are outside of your or our control.
Franchise	The franchise we grant to you to operate a TA Center.
Franchise Fee	The nonrecurring and nonrefundable franchise fee you pay us upon signing this Agreement.
Franchise Owner	You, one or more Persons, or a Business Entity, as the case may be.

Term	Definition
Franchisee	You, one or more Persons, or a Business Entity, as the case may be.
Gross Sales	Gross Sales means the total actual gross charges for all Products or Services sold to customers of your TA Center for cash or credit, whether these sales are made at or from the TA Center (including by way of clarification anywhere on the Site), or any other location; net of rebates or refunds. Any amounts that you collect and transmit to state or local authorities as sales, use, fuel or other similar taxes are excluded from the definition of Gross Sales. In the case where you receive only a commission from a business activity rather than the gross revenues from such activity (e.g., lottery ticket sales, gift card sales, ATMs, CAT branded scale sales and the like), only the commission received by you shall be included in Gross Sales provided that such commissions are reasonable and customary.
Institutional Accounts	A customer or a group of customers that operate under common ownership or control, through independent dealerships, affiliated entities, franchise systems, fleets, school systems, governmental units or some other association, for whom, or at whose locations, or at multiple locations, we have arranged for TA Centers to provide Products or Services, and/or special pricing structures.
Intranet System	Internet or intranet networks we establish or designate.
Lease Assignment	Our then-current form of Conditional Assignment of Lease Agreement that you and any lessor must sign before entering into a lease for any Site.
Manuals	Our Manuals consisting of such materials (including, as applicable, extranet websites, online resources, audiotapes, videotapes, magnetic media, computer software and written materials) that we furnish to franchisees from time to time for use in operating a TA Center including but not limited to our Confidential Operations Manual.

Term	Definition
Marks	Certain trademarks, trade names, service marks, and other commercial symbols used in the operation of the TA Centers, including but not limited to the trade and service marks "Travel Centers of America®", "TA", "Road King®", "Truckstops of America®", and "TA TravelCenters of America®", as applicable, and other associated logos, copyrighted works, designs, trade dress, trademarks, service marks, commercial symbols, and e-names, which will gain or have gained and continue to gain public acceptance and goodwill, and additional trademarks, service marks, e-names, copyrighted works and commercial symbols we may create, use and license in conjunction with the operation of TA Centers.
Motor Fuel	Motor Fuel includes approved gasoline, Diesel Fuel, ethanol, and other fuel blends sold at your TA Center.
Motor Fuel Gross Sales	All Gross Sales of Motor Fuel at your TA Center.
Non-Fuel Gross Sales	All Gross Sales excluding Motor Fuel Gross Sales.
Non-QSR Gross Sales	All Non-Fuel Gross Sales, excluding QSR Gross Sales.
Opening Date	The date your TA Center opens for business.
Operating Assets	All assets, properties and rights, whether tangible or intangible, whether real, personal or mixed, used or usable in the operation of your TA Center, including but not limited to, fixtures, furniture, equipment, supplies, inventory, personal property, raw materials, packaging materials, parts, computer systems, licenses, authorizations, permits, approvals, contracts, intangible rights, books and records, accounts and accounts receivable.
Owner	Any Person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another Person (or a transferee of this Agreement or an interest in you), including any Person who has a direct or indirect interest in you or this Agreement and any Person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in your revenue, profits, rights or assets.
Owners Statement	The list of Franchise Owners and related information set forth as Exhibit "A" to this Agreement.

Term	Definition
Ownership Interests	Ownership Interests in relation to (i) a corporation, are the legal or beneficial ownership of shares in the corporation; (ii) a partnership, are the legal or beneficial ownership of a general or limited partnership interest; (iii) a limited liability company, are the legal or beneficial ownership of units or membership interests in the limited liability company; or (iv) a trust, are the ownership of a beneficial interest of such trust.
Person	Any individual or Business Entity.
Personnel	All employees, officers, directors and independent contractors of, employed by, or contracting with you or your Affiliates.
Preferred Vendors	One or more Approved Suppliers we designate from time to time as an exclusive supplier or the exclusive supplier of types, models or brands of Products, Services or Operating Assets that we approve for TA Centers.
Principal Owner	An Owner which: (i) is a general partner in you; or (ii) has a direct or indirect equity interest in you of five percent (5%) or more (regardless of whether such owner is entitled to vote therein); or (iii) is designated as a Principal Owner in Exhibit "A" of this Agreement.
Products	The Proprietary Supplies and other products, supplies, materials and equipment that we designate or approve for use by your TA Center.
Proprietary Supplies	The items you must purchase from our Approved Suppliers and use in operating your TA Center, which bear any of the Marks including employee clothing, uniforms, stationary, forms, Products and advertising materials.
Protected Area	The geographic area described in Exhibit "C" to this Agreement, if any, in which your territorial protections apply.

Term	Definition
QSR Gross Sales	All Gross Sales derived from a nationally or regionally branded quick service restaurant ("QSR") operated at the TA Center (including by way of clarification anywhere on the Site), for which you are required to make royalty payments to a third party.
Services	One of more of the following services offered to the public at a TA Center: Motor Fuel pumping services, truck maintenance and repair services, a full-service restaurant, approved franchised quick service restaurants, a convenience store, showers, laundry facilities, recreation rooms, truck weighing scales and such other services deemed compatible by us, in our sole discretion.
Site	The location of your TA Center as described in Exhibit "C" to this Agreement.
TA Center(s)	Full service travel centers and truck stop service facilities which offer all the Products and the Services set forth in the TA System (including but not limited to truck repair and maintenance facilities, laundry facilities, and a driver's lounge) and which use our Marks and operate under this Agreement.
TA Express Center(s)	Limited-service travel center and truck stop service facilities which operate on a reduced scale and are typically located on a smaller parcel than a traditional full service TA Center. TA Express Centers do not necessarily offer all the Products and Services offered at a full service TA Center (the range of Products and Services offered at any TA Express Center are subject to our approval and modification on a case-by-case basis in our sole discretion). TA Express Centers use our Marks, but operate under a separate form of agreement.

Term	Definition
TA System	A collection of procedures, policies, standards, specifications, controls and other distinguishing elements for the establishment and operation of TA Centers. The distinguishing characteristics of the TA System include, without limitation, marks and distinctive business formats; management systems; advertising and promotional programs; methods; procedures; designs; trade dress; standards and specifications; accounting methods; sales techniques; use of approved, proprietary and other products; intellectual property owned or licensed to us; equipment and specifications for authorized equipment and supplies; methods of inventory and operations control; proprietary and other computer systems and certain business practices and policies all of which we (or our Affiliates) may improve, further develop or otherwise modify from time to time.
TA System Standards	The mandatory and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for the operation of TA Centers and information relating to your other obligations under this Agreement and related agreements.
Tax or Taxes	Federal, state, local or foreign net income tax, alternative or add-on minimum tax, fuel tax, franchise tax, gross income, adjusted gross income or gross receipts tax, employment related tax (including employee withholding or employer payroll tax, FICA, or FUTA), ad valorem, transfer, franchise, license, excise, severance, stamp, occupation, premium, personal property, real property, capital stock, profits, disability, registration, value added, estimated, customs duties, and sales or use tax, or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed with respect thereto by a Governmental Authority, whether as a primary obligor or as a result of being a "transferee" (within the meaning of applicable law) of another person or as a result of being a member of an affiliated, consolidated, unitary or combined group.
Term	The period that ends 10 years from the Agreement Date.

2. <u>INTRODUCTION</u>.

2.1 <u>The TA Centers System</u>. We, our predecessors and our Affiliates have expended considerable time, skill and effort in developing the TA Centers and the TA System. We use, promote and license the Marks in the operation of TA Centers. In order to maintain the goodwill associated with the Marks, all TA Centers must operate as part of our TA System in accordance with the Manuals and TA System Standards, all of which we may improve, further develop, or otherwise modify from time to time.

2.2 Acknowledgments. You acknowledge and agree that:

(a) you have read this Agreement and if required by applicable law our Franchise Disclosure Document;

(b) you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each TA Center and to protect and preserve the goodwill of the Marks;

(c) you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a TA Center may evolve and change over time;

(d) an investment in a TA Center involves business risks;

(e) your business abilities and efforts are vital to the success of the venture and the success or failure of your TA Center is predominately based on your skills in operating and managing it;

(f) any information you acquire from other TA Center franchisees relating to their sales, profits or cash flows does not constitute information obtained from us, nor do we make any representation as to the accuracy of any such information;

(g) in all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual, capacity; and

(h) we have advised you to have this Agreement reviewed and explained to you by an attorney.

2.3 Representations. Our approval of your request to purchase a Franchise is made in reliance on all of your representations and warranties. Any violation of these representations or warranties, by you or your owners, or your or your owners' agents or employees, will constitute grounds for immediate termination of this Agreement and any other agreements you have entered into with us or any of our Affiliates. As an inducement to our entry into this Agreement, you represent and warrant to us that:

(a) all statements you have made and all materials you have submitted to us in connection with your purchase of the Franchise are accurate and complete and that you have made no material misrepresentations or material omissions in obtaining the Franchise;

(b) you will at all times faithfully, honestly and diligently perform your obligations, continuously exert your best efforts to promote and enhance the TA Center and not engage in any other business or activity that conflicts with your obligations to operate the TA Center in compliance with this Agreement;

(c) there are no judgments outstanding against you or any of your Owners or Affiliates and there are no lawsuits, arbitrations, or claims pending or, to your knowledge, threatened against any of the foregoing; and

(d) you will comply with and/or assist us to the fullest extent possible in our efforts to comply with all present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority.

2.4 No Warranties. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the TA System. You acknowledge and understand the following:

(a) any statement regarding the potential or probable revenues, sales or profits of the business venture, or of any services, benefits or commitments we are to make available to you are made solely in the Franchise Disclosure Document delivered to you prior to signing this Agreement;

(b) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing TA Center owned by us or our Affiliates or that is not contained in our Franchise Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately; and

(c) you have not received or relied on any representations about us or our franchising program or policies made by us, or our officers, directors, employees or agents, that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement. If there are any exceptions to any of the foregoing, you must: (i) immediately notify us; and (ii) note such exceptions by attaching a statement of exceptions to this Agreement prior to signing it.

2.5 TA Center Organization. If you are a Business Entity, you agree and represent that:

(a) you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(b) that at all times during the Term of this Agreement, your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

(c) the Owners Statement will completely and accurately describe all of your Owners and their interests in you. A copy of our current form of Owners' Statement is attached to this Agreement as Exhibit "A";

(d) you and your Owners agree to revise the Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our prior written approval);

(e) when you sign this Agreement, each of your Principal Owners and their spouses will sign and deliver to us our standard form of Principal Owner's Guaranty attached to this Agreement as Exhibit "B", undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. All Persons that become Principal Owners following the date of this Agreement and their spouses will promptly execute and deliver to us the Principal Owners Guaranty; and

(f) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your Owners (including but not limited to articles of incorporation or organization and partnership, operating or shareholder agreements).

3. **<u>GRANT AND TERM</u>.**

3.1 <u>Grant of Franchise</u>. You have applied for a Franchise to own and operate a TA Center at the Site. Reference to the Site in this Agreement includes the TA Center. Subject to the terms of and upon the conditions contained in this Agreement, we grant you a Franchise to:

(a) operate the TA Center located only at the Site (and no other locations);

(b) market the Products and Services;

(c) use the applicable Marks in connection with operating the TA Center;

(d) use the TA System in the operation of your TA Center; and

(e) offer through the TA Center only the Products and Services, and no others.

3.2 <u>Term</u>. The term of the Franchise and this Agreement is the Term. This Agreement may be terminated before it expires, as provided herein.

3.3 <u>Protected Area</u>. So long as you are in compliance with this Agreement and subject to the rights we reserve in Section 3.4 below, from and after the Agreement Date, we will not grant to others the right to operate a TA Center from any location, fixed or permanent, at the Site or within the Protected Area (if any). If no Protected Area is designated in Exhibit "C", then you have no territorial protection rights for your Franchise.

3.4 Rights We Reserve. We and our Affiliates retain the right in our sole judgment to grant ourselves or grant others the right to do anything that is not expressly granted to you exclusively in this Agreement, including without limitation:

(a) to grant licenses or franchises to others to own, establish, or operate TA Centers or TA Express Centers, or to own, establish, and operate TA Centers or TA Express Centers anywhere, except your Protected Area (if any);

(b) to establish, own or operate, or to grant licenses or franchises to others to establish, own, or operate, any business, truck stop, or travel center (including but not limited to a Petro Center or Petro Stopping Center) other than a TA Center or TA Express Center, within or outside the Protected Area (if any), and in connection therewith to use without limitation, the same, similar, combined or co-branded fleet, sales, billing, warranty, road side assistance, loyalty, or marketing programs as we make available to you.

(c) to sell, and provide the Products and Services authorized for sale by TA Centers or TA Express Centers under the Marks or other trade names, trademarks, service marks and commercial symbols at all locations (including but not limited to the provision of truck repair services at a customer's site or by the roadside within or outside your Protected Area (if any)), or through similar or dissimilar channels which are not accessible by a TA Center or a TA Express Center (like telephone, mail order, kiosk, co-branded sites, or through alternative channels of distribution, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within or outside of your Protected Area (if any) and pursuant to such terms and conditions as we consider appropriate**;**

(d) to franchise, license or allow any Person who purchases or assumes the operation of more than one TA Center or TA Express Center to rebrand such Person's other existing facilities as a TA Center or TA Express Center, with the Marks, a "TA" brand or any other Mark, even if such facilities are located within the Protected Area (if any);

(e) to acquire, as part of a single transaction, three (3) or more truckstops or travel centers from the same or related Persons, one or more of which truckstops or travel centers is located within your Protected Area (if any), and operate each such acquired truckstops or travel centers as Company operated, or franchise or license to another Person the right to operate such acquired truckstops or travel centers as TA Centers or TA Express Centers, using the Marks, or any other mark, and participating in the TA System, including, but not limited to, programs we make available to you;

(f) to merge, acquire, joint venture or affiliate with any existing franchise system or business, whether competitive or not; and

(g) to operate any other franchise systems or business for the same, similar or different Products or Services under any name or mark, and in connection therewith to use without limitation the same, similar, combined or co-branded fleet, sales, billing, warranty, roadside assistance, loyalty or marketing programs as we make available to you, and to grant franchises and licenses without providing you any additional rights.

3.5 Core Programs. You must participate in the Core Programs we develop from time to time, as set forth in the Manuals or otherwise communicated by us in writing. Failure to comply with any Core Program shall be a material default of this Agreement and grounds for termination of the Agreement pursuant to the provisions of Section 18.2(d).

3.6 Road Squad. Our other franchisees, our affiliate TA Operating LLC, and franchisees of our affiliate Petro Franchise System LLC each operate travel centers (the "Third Party Travel Centers") which offer roadside truck repair and emergency roadside services through the Road Squad program. You will be required to participate in the Road Squad program. As part of the Road Squad program, TA Operating LLC maintains a call center through which service calls are routed. TA Operating LLC reserves the right, in its sole discretion, to dispatch Road Squad trucks from any travel center or truck repair facility, which may include independent businesses or a Third Party Travel Center for a service call originating in your Protected Area (if any).

4. SITE SELECTION; LEASE OR SITE ACQUISITION.

4.1 Site Selection.

(a) **Site**. Without our prior written consent, you may not operate the TA Center from any location other than the Site. You (with or without our assistance) must, locate a site that we (in our sole judgment) have approved. If you and we have agreed on a Site as of the Agreement Date, it will be designated on Exhibit "C" at this time. Otherwise, the site will be designated on Exhibit "C" upon our approval of the Site. The Site must meet our criteria for the location of a TA Center (which may or may not include demographic characteristics, traffic patterns, parking, competition from and proximity to other businesses and other TA Centers and other commercial characteristics and the size, appearance and other physical characteristics of the proposed Site, and any other factors or characteristics we consider appropriate). For each Site selection visit you request to obtain our approval, you must reimburse us our reasonable travel, hotel and meal expenses for such visits. Our criteria, and our evaluation of them, may vary periodically and from location to location. If you and we are unable to agree on a location for the Site, or you have not obtained a fee interest in, or a fully signed lease agreement for, the Site, within 90 days of the Agreement Date, we may terminate this Agreement. Before entering into any lease for a Site (including the building or improvements comprising the TA Center), you and the lessor must sign our then-current form of Lease Assignment. You must provide the lessor our form of Lease Assignment when you begin negotiations with the prospective lessor. We will approve or disapprove a Site you propose within 30 days after we receive from you a complete site report and any other materials we request. If you have not heard from us within such 30-day period, the Site is deemed disapproved. No Site will be deemed approved by us until we provide to you Exhibit "C" with that Site designated in it and Exhibit "C" is signed by both you and us. You may not commence operations at any Site unless and until we have approved the Site.

(b) **Relocation of the Site**. If the lease expires or terminates for a reason outside of your control, if the Site is destroyed, condemned or otherwise rendered unusable as a TA Center in accordance with this Agreement, or if in our sole judgment, there is a change in character of the location of the Site sufficiently detrimental to its business potential to warrant the TA Center's relocation, we will permit you to relocate the TA Center to another Site location within the Protected Area (if any), provided that you comply with all of our TA System Standards for a Site relocation and such relocation Site meets are then-current Site criteria for relocation Sites. If we consent to the TA Center's relocation, we have the right to charge you for the expenses we incur in connection with the relocation and finding a relocation Site.

4.2 Acknowledgements Regarding Area of Operations. You acknowledge and agree that:

(a) our recommendation or approval of the Protected Area (if any) or Site and any information regarding the Protected Area (if any) or Site communicated to you, do not constitute a representation or warranty of any kind, express or implied, as to the suitability of the Protected Area (if any) or Site for a TA Center or for any other purpose; and

(b) our recommendation or approval of the Protected Area (if any) or Site indicates only that we believe that the Protected Area (if any) or Site falls within the acceptable criteria for sites and areas that we have established as of the time of our recommendation or approval of the Protected Area (if any) or Site.

4.3 Leases.

(a) **Lease of Site**. You must acquire premises for the TA Center. At your option, you may lease the Site or acquire it by other means.

(b) **Lease Approval**. You must obtain our approval of the lease(s) (if any) (each a "Lease") before you sign it, or any renewal of it. You must also deliver a copy of each signed Lease to us within 15 days after its execution along with the Lease Assignment. You must not sign any Lease or renewal of a Lease unless you have also obtained the Lease Assignment signed by the lessor. Our review and approval of the Lease is solely to ensure that the Lease contains terms that we accept or require for our benefit and the TA System; it is not a substitute for careful review and analysis by you and your advisors. Our approval of the Lease does not constitute a warranty or any assurance that the Lease contains terms and conditions for your benefit nor that the location will be successful. You agree and acknowledge that you are solely responsible for negotiating the Lease and ensuring that its terms and conditions meet your interests and objectives.

(c) **Mandatory Lease Terms**. We may require that any Lease or any renewal contain certain provisions that:

(i) expressly permit or require the lessor to provide us with all revenue information and other information it may have related to the operation of your TA Center as we may request at any time;

(ii) require the lessor to contemporaneously provide us with copies of any written notice of default under the Lease sent to you and which grants to us, at our option, the right (but not the obligation) to cure any default under the Lease (should you fail to do so) within 15 days after the expiration of the period in which you may cure the default;

(iii) in the event of your default of the Lease or this Agreement, and upon written notice from us (the "Assignment Notice") the Lease will, at our option, be assigned to us, we will become the lessee, we will be liable for all obligations under the Lease accruing once we take possession, you will promptly cooperate in vacating the premises and the landlord will recognize us as the lessee as of the date of the Assignment Notice;

(iv) authorize your right to display the Marks in accordance with the specifications required by the Manuals, subject only to the provisions of applicable law;

(v) limit the use of the Site to the operation of the Franchise;

(vi) require that any lender or other Person will not disturb your possession of the TA Center (or any aspect of it) so long as the lease term continues and you are not in default (along with such documents as are necessary to ensure that such lenders and other Persons are bound);

(vii) a Lease term which is at least equal to the Term, either through an initial term of that length or rights, at your option, to renew the lease for the Term;

(viii) the Lease cannot be modified without our prior written approval;

(ix) the Lease or a memorandum of the Lease may be recorded by us; and

(x) that lessor acknowledges that the Lease is subordinate to the terms of this Agreement and that the Lease is not subordinate, and shall not become subordinate, to any lien without our advance written consent.

(d) **Indemnification**. You agree to indemnify and hold us and our Affiliates, stockholders, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action in which any of them are named as a party or in which any of them may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease upon demand by us.

(e) **Default**. If you breach or default under the Lease, or if we pay the Lessor any money as a result of your breach of the Lease, then you will be in breach of this Agreement, and we will be entitled to possession of the Site as described in this Section, and to all of your rights, title and interest in the Lease, without limitation on any other remedies available to us under this Agreement, at law or in equity, or under any other agreements between you and us. This Agreement constitutes a lien on your interest in the Lease until satisfaction in full of all amounts you owe us. In addition, our rights to assume all obligations under the Lease are totally optional on our part, to be exercised in our sole judgment.

(f) **No Subordination or Assignment**. You will not permit the Lease to become subordinate to any lien without first obtaining our written consent, which may be given or withheld in our sole discretion. You agree not to pledge any portion of your interest in the Lease to a lender without our consent. Our consent will not be unreasonably withheld where the lender agrees to subordinate its lien to our rights under this Agreement, including our right of first refusal and purchase right. You will not terminate, modify or amend any of the provisions or terms of the Lease without our prior written consent. Any attempt at termination, modification or amendment of any of the terms of the Lease without such written consent is null and void.

4.4 Ownership and Financing of Site. Instead of leasing the Site, you may propose to purchase and own part, any or all of a Site, yourself or through Affiliates. The form of such a transaction, including participation by your Affiliates, must be approved by us. If at any time prior to acquisition, or subsequently, you or your Affiliates propose to obtain any financing with respect to the Site and the Franchise or the Operating Assets are used to secure your financing, then the form of any loan agreement with, or mortgage in favor of, any lender and any related documents, must be approved by us before you sign them (an "Approved Financing"). Our consent may be conditioned upon the inclusion of various terms and conditions of the loan agreement, mortgage and/or related documents (the "Loan Documents"), including the following:

(a) a provision which requires any lender or mortgagee concurrently to provide us with a copy of any written notice of deficiency or default under the terms of the loan or mortgage sent to you or your Affiliates;

(b) a provision granting us, at our option, the right (but not the obligation) to cure any deficiency or default under the loan or mortgage (should you fail to do so) within 15 days after the expiration of a period in which you may cure such default or deficiency;

(c) the loan to value ratio (the amount of the loan as a percentage of the appraised value of the Collateral) shall be no higher than 80%; and

(d) we shall have the right to record a memorandum describing our rights under this Agreement, in the form attached hereto as Exhibit "E" (the "Memorandum of Right of First Refusal and Right to Buy").

In the event that the terms of any financing you seek to obtain require us to be made a party to any document relating to the financing, we retain the right to approve, in advance, any provisions affecting us in any such documentation, which provisions shall be in form acceptable to us (in our sole discretion) and our counsel. Any and all costs and expenses, including reasonable attorneys fees, incurred by us in connection with the review and negotiation of the financing documents and the negotiation of a subordination agreement, shall be promptly paid by you.

5. TA CENTER DEVELOPMENT; SECURITY INTEREST.

5.1 Development.

(a) **Plans**. You are obligated at your expense to develop and equip the TA Center in accordance with all of our required plans, space plans, and specifications to suit the use, shape and dimensions of the TA Center ("Development Plans") and to ensure that such Development Plans and specifications comply with applicable ordinances, codes and permit requirements, and TA System Standards. If you are converting an existing travel center to a TA Center, then the Development Plans will show the necessary changes and upgrades required to convert the Site to a TA Center. In addition to all of the other requirements set forth herein and pursuant to the TA System Standards, the TA Center must be developed in accordance with the minimum requirements set forth at Exhibit "C" (the "Minimum Requirements"). We reserve the right to revise or increase the Minimum Requirements from time to time in our sole discretion, upon prior notice to you.

(b) **Changes**. We may make changes to the Development Plans that we specify from time to time during the development of the TA Center. You and your respective vendors and service providers must not begin development, remodeling or otherwise construct the TA Center until we have approved the Development Plans. Our changes to the Development Plans during the build-out or development of your TA Center may result in increased costs to you, and you agree to be responsible for such increased costs. You and your respective vendors and services providers must make no changes to the approved Development Plans unless such changes are presented to and approved by us.

(c) **Compliance with Laws**. You are solely responsible for complying with all laws, ordinances, rules and regulations relating directly or indirectly to the development and operation of the TA Center, including the Americans With Disabilities Act and any other laws, rules or regulations regarding public accommodations for Persons with disabilities. For example, we may require you to hire your own architect to review and approve the Development Plans. You are solely responsible for any and all claims, liabilities, costs and images relating to non-compliance or alleged non-compliance with any such laws, rules, ordinances or regulations, and you must remedy, at your expense, any such non-compliance or alleged non-compliance. We will not approve any service provider or supplier to you (e.g., architects, builders, designers, etc.) unless they, at our option, agree to assign to us the plans, drawings or designs, used by you in connection with their manufacture or modification of the TA Center, or at our option, their agreement to license to us such plans, drawings or designs for use in connection with TA Centers.

5.2 TA Center Opening. You agree not to open the TA Center or any other aspect of the TA Center for business until:

(a) we approve the TA Center as developed, including any alterations to the Development Plans made by you, and you have acquired an opening inventory sufficient to meet our TA System Standards;

(b) pre-opening training has been completed to our satisfaction and you provide us with evidence you and your management Personnel have completed training at authorized facilities;

(c) the Franchise Fee and all other amounts then due to us, your landlord, governmental authorities and your suppliers including Approved Suppliers, have been paid;

(d) you have obtained all required building, utility, sign, health, sanitation, business permits, certificates and licenses required to operate the TA Center;

(e) we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept;

(f) we have received signed counterparts of all required documents pertaining to your acquisition or lease of the TA Center (including any required agreements between you and us); and

(g) we have provided you with written authorization to open the TA Center for business.

You agree to open the TA Center for business within 6 months following the Agreement Date. If constructing a new TA Center on a site you or your Affiliates are purchasing, then you have 18 months to open the TA Center for business following the Agreement Date. We may, in our sole discretion, agree to extend your opening deadline by providing written confirmation of the extension to you and we may require you to pay an extension fee in connection therewith.

5.3 Security Interest/Assignment.

(a) **Grant**: By signing this Agreement you:

(i) grant to us, a first priority security interest in the Collateral, which interest we will agree to subordinate to an Approved Financing, which has met the requirements set forth in Section 4.4, in the form of an agreement with your lender that we approve. The security interest you grant to us in the Collateral secures your payment and performance of all of your obligations, claims, debts, duties, liabilities conditions and terms, expenses and future advances to you or your Affiliates and those amounts which may be incurred by us in connection with the administration or collection of any of your obligations under or in connection with the Agreement;

(ii) agree to sign and deliver to us all other documents and take all other steps, acts and measures that may be necessary to ensure that we are able to fully perfect a first priority security interest in the Collateral;

(iii) consent to any notices given by us or our Affiliates to other creditors designed to perfect our security interest and to grant us first priority. You agree to authorize us to file, in jurisdictions where this authorization will be given effect, a UCC-1 Financing Statement signed only by us describing the Collateral in the same manner as described in this Agreement. You agree to sign (if required by law) and deliver to us for filing additional financing statements and any other documents necessary or desired by us for us to establish or maintain a valid security interest in the Collateral (free and clear of all other liens and claims whatsoever), including deposit with us of any certificate of title issuable with respect to the Collateral and notation on that title of this security interest; and

(iv) if you lease any of the Collateral, agree to sign and deliver to us our standard form of Lease Assignment.

(b) **Exercise of Remedies**. In any case of your default under the terms of the Lease, the Lease Assignment or the Loan Documents, we are entitled to exercise any one or more of the following remedies in our sole discretion:

(i) to take possession of the Site or other Collateral or any part thereof, personally, or by our agents, employees or attorneys;

(ii) to, in our discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the TA Center, together with the Collateral, including all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;

(iii) to exclude you and your Personnel from the Site or other Collateral;

(iv) as attorney-in-fact for you, or in our own name, and under the powers herein granted, to hold, operate, manage and control the TA Center and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, granting full power and authority to us to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

(v) to cancel or terminate any unauthorized agreements or subleases entered into by you, for any cause or ground which would entitle us to cancel the same;

(vi) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site that may seem judicious, in our sole judgment;

(vii) to insure and reinsure the same for all risks incidental to our possession, operation and management thereof; and/or

(viii) notwithstanding any provision of this Agreement, to declare all of your rights, but not obligations under this Agreement, to be immediately terminated as of the date of your default under the Lease, the Lease Assignment or the Loan Documents.

(c) **Power of Attorney**. You irrevocably appoint us as your true and lawful attorney-in-fact in your name and stead and hereby authorize us, upon any default under your Lease, the Lease Assignment or the Loan Documents or under this Agreement, with or without taking possession of the Site or any other Collateral under the Lease, to rent, lease, manage and operate the Site or any other Collateral under the Lease to any Person, firm or corporation upon such terms and conditions as, in our discretion, we may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as we would have upon taking possession of the Site or any other Collateral under the Lease pursuant to the provisions set forth in the Lease. The power of attorney conferred upon us pursuant to this Agreement is a power coupled with an interest and cannot be revoked, modified or altered without our prior written consent.

6. TRAINING AND ONGOING ASSISTANCE.

6.1 Training of Managers and Other Designated Persons. You must ensure that the Managing Owner, as described in Section 7.11, and your TA Center managers, as described in our Manuals, and such other Persons as we designate from time to time, complete our training programs to our satisfaction.

6.2 Additional Training. We may require you, your Managing Owner, or your TA Center managers to attend, at your expense, periodic training courses or training conferences at such times and locations that we designate, and we may charge then-current fees for such courses.

6.3 General Guidance. We may advise you from time to time regarding the operation of the TA Center based on reports you submit to us or inspections we make. In addition, we will furnish you with:

(a) standards, specifications and operating procedures and methods utilized by TA Centers;

(b) purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies;

(c) types of and procedures for Services and Products;

(d) Approved Suppliers and Approved Vendors;

(e) advertising and marketing programs;

(f) training; and

(g) administrative, bookkeeping and accounting procedures.

Such items will, in our sole judgment, be furnished in our Manuals, bulletins or other written materials and/or during telephone consultations, e-mails, web-based or other electronic means and/or consultations at our office or your TA Center. You must comply with all of the items described in this Section 6.3. At your request, we will furnish reasonable guidance and assistance and, in such a case, may charge the per diem fees and charges we establish from time to time.

7. OPERATION OF TA CENTER AND TA SYSTEM STANDARDS.

7.1 Manuals. We will loan you during the Term, one copy of the Manuals. The Manuals may be provided to you in electronic form and by any means of e-commerce we designate. The Manuals will contain, among other things, TA System Standards that we prescribe from time to time for the operation of a TA Center and information relating to your other obligations under this Agreement and related agreements. You agree to follow the standards, specifications and operating procedures we establish or revise periodically for the TA System as described in the Manuals. You also must comply with all updates and amendments to the TA System as described in newsletters or notices we distribute, including via computer systems. You must maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. The Manuals may be modified, updated and revised from time to time to reflect changes in TA System Standards. You agree to keep your copy of the Manuals (in hard copy or electronic form) current and in a secure location and by secure means at the TA Center. In the event of a dispute relating to its contents, the master copy of the Manuals we maintain at our principal office (or if via e-commerce, on our Computer System) will be controlling. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals. If your copy of the Manuals is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then applicable charge.

7.2 Compliance with TA System Standards. You acknowledge and agree that your advertising, operation and maintenance of the TA Center in accordance with TA System Standards are essential to preserve our goodwill including the goodwill of the TA System and the Marks. Therefore, at all times during the Term, you agree to operate and maintain your TA Center in accordance with each and every TA System Standard, as we periodically modify and supplement them during the Term. You agree to comply with our TA System Standards prescribed from time to time in the Manuals, or otherwise communicated to you in writing or other tangible form. TA System Standards may regulate any one or more of the following with respect to the TA Centers:

(a) design, layout, decor, appearance and lighting; periodic maintenance, cleaning and sanitation; periodic remodeling; replacement of obsolete or worn-out leasehold improvements, fixtures, furnishings, equipment and signs; periodic painting; and use of interior and exterior signs, emblems, lettering and logos, and illumination;

(b) types, models and brands of required fixtures, furnishings, equipment, signs, software, materials and supplies;

(c) required or authorized Services and Products and product or service categories;

(d) designated or Approved Suppliers (which may include us) of Operating Assets, Computer Systems, Products and Services;

(e) Core Programs;

(f) terms and conditions of the sale and delivery of, and terms and methods of payment for, Products, materials, supplies and Services, that you obtain from us, Approved Suppliers, unaffiliated suppliers or others;

(g) sales, marketing, advertising, contests, loyalty and promotional programs and materials and media used in such programs;

(h) use and display of the Marks or Copyrights;

(i) staffing levels for the TA Center and matters relating to managing the TA Center's communication to us of the identities of the TA Center's Personnel; and qualifications, training, dress and appearance of the Personnel;

(j) days and hours of operation of the TA Center;

(k) participation in market research and testing and product and service development programs;

(l) acceptance of or participation in credit cards, charge cards, gift cards, gift certificates, coupons, and other payment systems (including payment systems co-branded with our Affiliates) and check verification services or contests, give-aways, and the like;

(m) bookkeeping, accounting, data processing and record keeping systems, including software, and forms; methods, formats, content and frequency of reports to us of sales, revenue, financial performance and condition; and furnishing tax returns and other operating and financial information to us;

(n) types, amounts, terms and conditions of insurance coverage required to be carried for the TA Center and standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage for the TA Center at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims;

(o) the maximum prices you may charge and advertise for certain Services or Products;

(p) complying with applicable laws; obtaining required licenses and permits; adhering to good business practices; observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and notifying us if any action, suit or proceeding is commenced against you or the TA Center;

(q) regulation of such other aspects of the operation and maintenance of the TA Center that we determine from time to time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and TA Centers;

(r) your acquisition and you and your Personnel's use of the Computer Systems we designate; and

(s) you and your Personnel's compliance with and agreement to all of our e-mail, spam, copyright notice and takedown, privacy, intranet and internet, website, hyperlink, wireless, hi-fi, Bluetooth, internet telephony, and other communications policies designated by us from time to time, regardless of the technology or media.

7.3 Modification of TA System Standards. We may periodically modify TA System Standards, which may accommodate regional or local variations as we determine, and any such modifications may obligate you to invest additional capital in the TA Center ("**Capital Modifications**") and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under this Agreement. You understand and acknowledge that our changes to TA System Standards may include, among other things, changes to the Marks, the TA Center facade and structure, Operating Assets, the Products and Services to be offered at the TA Centers, interior specifications and equipment. You agree to comply with these changes to TA System Standards. We agree to give you 60 days to comply with Capital Modifications we require, but if a Capital Modification requires an expenditure of more than $15,000 we agree to give you four months from the date such request is made to comply with such Capital Modification. You are obligated to comply with all modifications to TA System Standards within the time period we specify. Capital Modifications are in addition to the costs you will incur to repair, replace or refurbish your TA Center, inventory, supplies, equipment and fixtures from time to time. Capital Modifications do not include any expenditures you must, or choose, to make solely in order to comply with applicable laws, or governmental rules or regulations (e.g. ADA compliance).

7.4 Proprietary Supplies. We may require that you purchase from us, or Approved Suppliers, the Proprietary Supplies. We have no obligation to evaluate or consider alternative suppliers of Proprietary Supplies.

7.5 Approved Products. You must not sell Services, Products or other items or services at the TA Center or otherwise through the TA Center that we have not previously approved for sale. You must not, without our prior written consent, sell, dispense, give away or otherwise provide products or other items except by means of retail sales to customers at the TA Center. You must immediately implement changes to the Services, Products or other items requested by us. You must maintain an inventory of Products and capacity to perform the Services sufficient to meet the daily demands of the TA Center.

7.6 Approved Suppliers. We will only approve suppliers who demonstrate to our continuing reasonable satisfaction the ability to meet our standards and specifications; who possess adequate quality controls and capacity to supply your needs promptly and reliably; and who have been approved in writing by us and not thereafter disapproved. We will furnish to you a list of Approved Suppliers. If you desire to purchase or lease any unapproved product, supplies, service or equipment or purchase or lease any approved product, supplies, service or equipment from an unapproved supplier, you must notify us in writing and request approval. We have the right to require that our representatives be permitted to inspect the proposed supplier's facilities and test or evaluate the proposed supplier's product, supplies, service or equipment. We have the right to request that samples be delivered to us or to an independent testing facility chosen by us. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test will be paid by you or the supplier. We will, within thirty (30) days of receipt of a completed request and completion of the evaluation and testing, notify you in writing of our approval or disapproval of the supplier and/or the proposed product, supplies, service or equipment. We reserve the right, at our option, to reinspect the facilities of any such approved supplier and to re-test or re-evaluate any previously approved products, supplies, service or equipment and to revoke our approval upon the supplier's failure to continue to meet any of our then-existing supplier, product, equipment or service criteria, or as otherwise reasonably determined by us. We and our Affiliates may negotiate group or volume purchasing arrangements with Approved Suppliers. We and our Affiliates will be entitled to all rebates, bonuses and promotional benefits associated with those programs. We reserve the right to use any of our Affiliates' resources, including programs, services, and personnel, that we deem appropriate in our sole discretion.

7.7 Preferred Vendor Programs. In addition to our approval of Approved Suppliers, we may develop certain programs and terms under which we, our Affiliates, certain franchisees or others receive certain negotiated benefits or terms from Approved Suppliers ("**Preferred**

Vendor Programs"). You must follow all of our policies and procedures for participation in or termination of Preferred Vendor Programs ("**Program Rules**"). We can refuse or terminate your participation in Preferred Vendor Programs without terminating this Agreement. Our Program Rules may include requirements that you must agree to only place or display at the TA Center (interior and exterior) such signs, emblems, lettering, logos and display materials that we periodically approve in connection with Preferred Vendor Programs. We may require, and certain Approved Suppliers we designate as Preferred Vendors may require, that you agree to enter into certain agreements with them (subject to our approval) in connection with our designation of them as Preferred Vendors or your participation in the preferred vendor program ("**Preferred Vendor Agreements**"). We may require that we be a party to such Preferred Vendor Agreements with Preferred Vendors.

7.8 Payments or Benefits to Us. You acknowledge and agree that: (a) monies, benefits or other remuneration that we receive in connection with your purchases of Proprietary Supplies, Approved Products, your participation in Preferred Vendor Programs or your purchases from Approved Suppliers is fair and appropriate compensation to us in connection with our active efforts to evaluate Preferred Vendors and Approved Suppliers, our ongoing efforts to monitor and evaluate whether they continue to meet our requirements for participation as Preferred Vendors and Approved Suppliers, our administration of Preferred Vendor Programs and our activities to continue to improve and enhance the TA System; and (b) such monies or remuneration are fully earned by us. We and our Affiliates may retain all revenue and other remuneration we receive from Approved Suppliers or Preferred Vendors without restriction (unless the supplier or vendor requires otherwise). We, in our sole judgment, may concentrate purchases with one or more Approved Suppliers or Preferred Vendors to obtain lower prices, advertising support and/or services for the benefit of us, our Affiliates and TA Centers, or for any other reason that we deem appropriate. We may establish supply facilities or servicing capabilities owned by us or our Affiliates which we may designate as an Approved Supplier or Preferred Vendor.

7.9 Computer Systems. You must provide your own network and telecommunications services, with technology we designate and you must utilize redundant "back-up" systems meeting our TA System Standards. You must use the computer systems, software, and services we specify in developing and operating the TA Center (the "Computer Systems"). We may require you to obtain specified Computer Systems and may modify specifications for any components of the Computer System or related services from time to time. Our modifications and specifications for components of the Computer System may require you to incur costs to purchase, lease or license new or modified computer hardware or software and to obtain service and support for the Computer Systems during the Term. You agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer Systems (or additions or modifications). Within 30 days after you receive notice from us, you must obtain the components of the Computer Systems that we designate and require. The Computer Systems must be capable of connecting your TA Center's Computer System with our Computer Systems so that we can review the results of your TA Center's operations. We also have the right to charge you a systems fee (the "**Computer Systems Fee**") for any proprietary software that we license to you and other maintenance and support services that we, or our Affiliates, furnish to you related to the Computer Systems. You agree to comply with the terms of any "terms of use," "privacy policies," "information security policies," or "user rules" we may designate in our sole discretion relating to the Computer System and any website we designate. You recognize that certain components and proprietary technology utilized by the TA Center may be furnished to you pursuant to a sublicense or license we have obtained from a third-party owner, developer or manufacturer. You agree to take such actions and sign such documents as we reasonably may request on behalf of such third party in connection with such license or sublicense. You will also be required to install and maintain certain security software on your Computer Systems (such as virus protection, firewalls, and malware blockers) as designated by us from time to time. You must be Payment Card Industry (PCI) Data Security Standard (DSS) compliant and remain compliant at all times. You must submit the necessary documentation at least every calendar year to prove your compliance per our TA System Standards. We have the right to request proof of your PCI DSS compliance at any time.

7.10 Trade Accounts and Taxes. You must: (a) maintain your trade accounts in a current status and seek to resolve any disputes with trade suppliers including Approved Suppliers and Preferred Vendors promptly; and (b) timely pay all Taxes incurred in connection with your TA Center's operations. Your failure to do so is a material breach of this Agreement. If you fail to maintain your trade accounts in a current status, timely pay Taxes or any other amounts owing to any third parties or perform any non-monetary obligations to third parties, we may, but are not required to, pay any and all such amounts and perform such obligations on your behalf. If we elect to do so, then you must reimburse us for such amounts. You agree to repay us immediately upon receipt of our invoice. We may also set-off the amount of any such reimbursement obligations against all amounts which we may owe you.

7.11 Managing Owner. You must designate an individual to serve as the "Managing Owner" of the TA Center. The Managing Owner must devote full time and best efforts to the supervision and conduct of the development and operation of the TA Center. The Managing Owner shall assume responsibility for the TA Center's management, operation, and Personnel. The Managing Owner shall have authority over all business decisions related to your TA Center and must have the power to bind you in all dealings with us.

The Managing Owner must meet the following qualifications:

(a) The Managing Owner must own at least a 20% equity interest in you (if you are an entity) or in the TA Center if you are individuals;

(b) The Managing Owner must be a person approved by us who completes our initial training requirements and who must participate in and successfully complete all additional training as we may reasonably designate; and

If, at any time for any reason, the Managing Owner no longer qualifies to act as such, you must promptly designate another Managing Owner subject to the same qualifications listed above. Any sale or transfer of any portion of the Managing Owner's interest in you that would reduce the Managing Owner's equity interest or voting rights in you to less than 20% of the total is deemed a "transfer" of an interest and is subject to the terms and conditions of Section 16 hereof; and any failure to comply with such terms and conditions is a default by you under this Agreement. The initial Managing Owner is listed at Exhibit A. Notwithstanding the foregoing, if you or your Affiliates are developing and operating multiple TA Centers or TA Express

Centers, you need designate only one Managing Owner for your or your Affiliates' operation, not one for each TA Center or TA Express Center.

7.12 Personnel**; Managers**. You must hire, train and supervise your Personnel, including your managers, in accordance with the specifications set forth in the Manuals. The TA Center must, at all times be under the direct day-to-day supervision and control of managers, as specified in the Manuals. All managers must complete training (as set forth in Section 6) and be approved by us. If you change manager(s), you must immediately notify us and ensure that the new manager(s) promptly completes all training. All Personnel must meet every requirement imposed by applicable federal, state and local law and those required by us as a condition to their employment. All Persons you employ that have access to any of the Confidential Information, including your managers, must sign a Confidentiality Agreement in the form attached hereto as Exhibit "F". You are responsible to have such Confidentiality Agreement signed and sent to us before such Person is granted any access to Confidential Information. You are liable to us for any unauthorized disclosure of such information by any of your Owners, directors, employees, representatives or agents.

7.13 Interior and Exterior Upkeep. You must at all times maintain the TA Center's interior and exterior and the surrounding area in the highest degree of cleanliness, orderliness and sanitation and comply with the requirements regarding the TA Center established in the Manuals and by federal, state and local laws.

7.14 Hours of Operation. You must operate the TA Center 24 hours per day, 365 days per year, unless otherwise approved in advance in writing by us.

7.15 Leases, Sub-Leases, Franchises, and Management Agreements. You may not enter into a lease, sub-lease, franchise agreement, or management agreement with any third party in connection with any portion of the Site or your TA Center without providing us copies of the relevant agreements and related documents and obtaining our prior approval, which may be withheld or conditioned in our sole discretion. We reserve the right, in our sole discretion, to require that you delete, revise or insert provisions into such agreements, as we deem necessary to protect our rights under this Agreement. Once such an agreement is approved, you may not modify or amend it without obtaining our prior approval, which may be withheld or conditioned in our sole discretion.

7.16 Pricing. Subject to applicable law, you must comply with our minimum, maximum, and other pricing requirements for Products, Motor Fuel, and Services offered by the TA Center. You must also comply with our pricing methods and procedures, Core Programs, advertising and marketing promotions, and fleet, aggregator, and other Institutional Account pricing arrangements, including but not limited to all fuel pricing requirements.

8. INSURANCE.

8.1 Insurance Required. During the Term, you must maintain in force, at your expense and under policies of insurance issued by carriers rated A- or higher by A.M. Best and Company, Inc. All listed insurance limits may be made up of a primary policy, or combination of primary and excess coverage. No deductibles shall be greater than five hundred thousand

($500,000) unless otherwise agreed to in writing by us. The following types of insurance coverage are required:

(a) Comprehensive general liability insurance and product liability insurance with limits of ten million dollars ($10,000,000.00) combined single limit per occurrence, including broad form contractual liability, personal injury, and products completed operations. The policy must list us and our affiliates, directors, officers, agents and employees as additional insureds.

(b) All risk (special perils) property insurance, on the TA Center and all fixtures, equipment, inventory, and real property used in the operation of the TA Center, for full repair and replacement value, without depreciation or co-insurance. In addition, policy shall cover lost income due to property damage.

(c) Commercial automobile liability insurance with a combined single limit of five million dollars ($5,000,000.00) per occurrence for all vehicles (owned, hired, rental, leased) used in connection with the operation of the TA Center. The policy must list us and our affiliates, directors, officers, agents and employees as additional insureds. If the TA Center uses no vehicles for business purposes this requirement may be reduced with written agreement from us.

(d) Pollution legal liability insurance with limits of not less than five million dollars ($5,000,000) per occurrence and in compliance with all state, local and federal regulations, which is inclusive of the entire TA Center and Site as well as all USTs (underground storage tanks), or if the state where located has a tank fund, then coverage for USTs to equal five million dollars ($5,000,000) with excess coverage.

(e) Worker's compensation insurance in amounts required by all applicable laws in which your TA Center is located.

(f) Employer’s Liability insurance, with limits of at least one million dollars ($1,000,000.) per accident. The policy must list us and our affiliates, directors, officers, agents and employees as additional insureds.

(g) Cyber Risk insurance, with limits of not less than $2,000,000 for each claim, covering claims arising out of or related to (a) investigation of an actual or alleged security failure, privacy event, security breach of other related incident, including but not limited to forensic services, legal counsel, and breach coaching services, breach response, and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (b) business income/business interruption/extra expense; (c) digital and data asset protection and restoration; (d) network security & consumer privacy liability; (e) regulatory defense and indemnification, including fines and assessments; (f) multimedia liability; (g) cyber extortion, including but not limited to the use of ransomware or other malware to compromise your systems; and (h) social engineering or other forms of electronic manipulation that result in covered loss;

(h) Liquor liability insurance (but only if serving or selling alcoholic beverages at the TA Center), with limits of not less than $3,000,000.00 for each common cause and $3,000,000.00 annual aggregate covering bodily injury and property damage if liability for either bodily injury or property damage is imposed by reason of the selling, serving or furnishing of any alcoholic beverage by you;

(i) Garagekeepers' liability insurance with limits of not less than $60,000 per occurrence in conjunction with the care, custody and control of vehicles at the TA Center;

(j) Such other insurance as is required under any financing document (if any) for the TA Center or any lease for the premises of the TA Center, including the Lease and the Loan Documents; and

(k) Such other insurance as we may specify from time to time due to identification of risks and available coverages.

8.2 Insurance Coverage Requirements. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes and circumstances. You must at all times abide by our then-current insurance requirements, as communicated in the Manuals or otherwise in writing to you.

8.3 Insurance Policy Terms. All insurance policies must:

(a) contain no provision which in any way limits or reduces coverage for us in the event of any claim by us or any of our Affiliates, directors, officers or agents;

(b) extend to provide indemnity for all obligations assumed by you under this Agreement and all items for which you are required to indemnify us under the provisions of this Agreement or otherwise;

(c) name us and any of our Affiliates we designate as an additional insured (with the exception of the workers' compensation insurance);

(d) contain a waiver of the insurance company's right of subrogation against us;

(e) provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured;

(f) provide that the insurance company will provide us with at least 30 days' prior written notice of termination, expiration, cancellation or material modification of any policy;

(g) provide that you cannot reduce the policy limits, restrict coverage, cancel or otherwise alter or amend the policies without our prior written consent; and

(h) contain such other terms and conditions as we may require from time to time.

8.4 Evidence of Coverage. Within five (5) days after the Agreement Date, you must forward a copy of the certificate of insurance to us. Before the expiration of the term of each insurance policy, you must furnish us with a copy of each new, renewal or replacement policy you have obtained to extend your coverage, along with evidence of the premium payment.

9. FEES.

9.1 Initial Fees.

(a) **Franchise Fee**. You agree to pay us the Franchise Fee in the amount of $125,000 for a TA Center. The Franchise Fee must be paid to us on the Agreement Date. The Franchise Fee is nonrefundable and is fully earned by us when paid.

(b) **Discounted Fee for Multi-Site Franchisees.** The Franchise Fee due and owing under the second and each subsequent Franchise Agreement you or your Affiliates execute with us for a TA Center or TA Express Center shall be discounted as follows:

(i) The Franchise Fee due and owing under the second and third Franchise Agreements you or your Affiliates execute with us shall be reduced by $25,000 from the Franchise Fee set forth in our then-current form of Franchise Agreement, subject to you and each of your Affiliates being in compliance with all Franchisee Agreements with us and our Affiliates; and

(ii) The Franchise Fee due and owing under the fourth and each subsequent Franchise Agreement you or your Affiliates execute with us shall be reduced by $50,000 from the Franchise Fee set forth in our then-current form of Franchise Agreement, subject to you and your Affiliates being in compliance with all Franchise Agreements with us and our Affiliates.

9.2 Ongoing Fees. In return for our providing you the right to use the TA System during the Term, you agree to pay us the following:

(a) Royalty. A continuing royalty ("Royalty"), as follows:

(i) for Non-Fuel Gross Sales:

(1) 4.5% of all Non-QSR Gross Sales up to, and including, Six Hundred Thousand Dollars ($600,000) per month of Non-QSR Gross Sales (the "Threshold Amount"); and

(2) 2% of: (i) all Non-QSR Gross Sales in excess of the Threshold Amount; and (ii) all QSR Gross Sales.

(3) Notwithstanding the above, you shall not be required to pay any Royalty with respect to Gross Sales derived from a food concept that you operate at the TA Center pursuant to a separate franchise or license agreement with us or our Affiliates, if such separate franchise or license agreement requires payment of royalties to us or our Affiliates.

(ii) for Motor Fuel Gross Sales:

(1) $.007 on each gallon of Motor Fuel sold.

(b) Administrative Fee. An administrative fee ("**Administrative Fee**") of 0.2% of all Non-Fuel Gross Sales up to, and including, Six Hundred Thousand Dollars ($600,000) per month of Non-Fuel Gross Sales (the "Administrative Threshold Amount").

On January 1 of each calendar year, the Threshold Amount and Administrative Threshold Amount shall be increased by using the CPI Adjustment. In no event shall the then-current Threshold Amount or Administrative Threshold Amount be decreased, including upon a renewal under Section 17 of this Agreement or otherwise in connection with a successor Franchise Agreement.

9.3 Timing. On the day we designate (the "**Report Day**") of each Accounting Period, you must report the amount of your Gross Sales for the preceding Accounting Period. "Accounting Period" is that period we designate in the Manual (currently a calendar month Accounting Period). You must pay us the Royalty so that we receive it on or before the 10th business day following the Report Day or such other day as we may designate (the "Payment Day") for the immediately preceding Accounting Period.

9.4 Advertising Fees. Beginning on the first full calendar month after the Opening Date, you must pay to us an Advertising Fee (the "**Monthly Advertising Fee**") of Three Thousand Dollars ($3,000.00) per month. On January 1 of each calendar year the Monthly Advertising Fee shall be increased by using the CPI Adjustment. In no event shall the Monthly Advertising Fee be less than the then-current Monthly Advertising Fee, including upon a renewal under Section 17 of this Agreement or otherwise in connection with a successor Franchise Agreement.

9.5 Preferred Vendor Fees. You will be obligated to obtain certain services from certain of our Approved Suppliers and Preferred Vendors. You must pay them in accordance with their rules. If you do not do so, then you will be in breach of this Agreement.

9.6 Electronic Funds Transfer. You must pay any amounts due us by ACH electronic funds transfer (or such other method as we may specify from time to time) on the due date. You must comply with the procedures we specify in our Manuals and perform such acts and sign and deliver such documents as may be necessary to accomplish payment by this method. On the

Report Day designated in the Manuals, you must report to us by electronic means or in written form, as we direct in the Manuals, the TA Center's true and correct Gross Sales for the immediately preceding Accounting Period, and such other information we require. We may require you to give us authorization, in a form that we designate, to initiate debit entries or credit correction entries to the TA Center's bank operating account (the "**Account**") for payments of Royalties and all other amounts due under this Agreement, including any applicable interest charges. If so, you must make the funds available in the Account for withdrawal by electronic transfer no later than the Payment Day. The amount actually transferred from the Account to pay Royalties will be based on the TA Center's Gross Sales reported to us on the Report Day. If you have not reported the TA Center's Gross Sales to us for any reporting period, we may transfer from the Account an amount calculated in accordance with our reasonable estimate of the TA Center's Gross Sales during any such reporting period. If we determine at any time that you have under-reported Gross Sales or underpaid Royalties or other amounts due to us, we will be authorized to immediately initiate a transfer from the Account in the appropriate amount in accordance with the foregoing procedures, including applicable interest and late charges. Any overpayment will be credited to the Account through a credit, effective as of the first Report Day after you and we determine that such credit is due.

9.7 Interest on Late Payments. All amounts which you owe us, including but not limited to all amounts due under this Agreement or under any other agreement between us or our Affiliates and you, will bear interest automatically and without notice from us, after their due date at the annual rate of eighteen 18% or the highest contract rate of interest permitted by law, whichever is less. You acknowledge that we do not agree to accept any payments after they are due nor commit to extend credit to, or otherwise finance your operation of, the TA Center. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement.

9.8 Application of Payments. Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us, including interest. You acknowledge and agree that we have the right to set off any amounts you or your Owners owe us against any amounts we might owe you or your Owners.

9.9 Payment Offsets. We may setoff from any amounts that we may owe you any amount that you owe to us, or our Affiliates, for any reason whatsoever, including without limitation, Royalties, Monthly Advertising Fees, and late payment interest, amounts owed to us or our Affiliates for purchases of Products or Services, or for any other reason. Payments that we make to you may be reduced, in our discretion, by amounts that you owe to us or our Affiliates from time to time. In particular, we may retain (or direct to our Affiliates) any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us, or our Affiliates, at any time. We may do so without notice to you at any time. However, you do not have the right to offset payments owed to us for amounts purportedly due to you from us.

9.10 Credit. If you desire to purchase Products or Services from us on credit, you must establish a line of credit with our, or our Affiliate's, credit department. We, in our sole discretion, shall have the right to establish (and modify or change, from time to time) the terms of credit which we offer to you. As a condition to supplying Products or Services to you on credit, we will require that you provide us with certain financial statements on a monthly basis, and we may require additional security from you and/or charge you a fee for such credit. If you fail to fulfill the terms of payment or if your financial condition deteriorates, as determined in our sole discretion, we may, without prejudice to any other lawful remedy, withhold Products and Services until payment is made, demand cash payment, demand advance payment or terminate this Agreement. We may apply any payment made by you or on your behalf to any indebtedness owed to us. No payment made to us by check or other instrument shall contain a restrictive endorsement of any kind. A restrictive endorsement shall have no legal effect, even if the instrument restrictively endorsed is processed for payment and we retain the proceeds. Among other things, we may shorten or change then-existing payment terms for your purchases of Products or Services in order to ensure that such payments are received prior to the expiration or termination of this Agreement.

10. MARK.

10.1 Ownership and Goodwill of Marks and Copyrights. As between you and us, we own or have been licensed by our Affiliates, or otherwise, all rights, title and interest in and to the Marks and all information capable of being rendered into tangible form (i.e., copyrights) created in connection with or used in connection with the TA System or your TA Center (collectively, the "**Copyrights**"). The Copyrights include, for example, written materials, electronic data, Software, Manuals, brochures, photography, the content and compilation of websites, graphics, and the like. Your right to use the Marks and the Copyrights is derived solely from this Agreement and limited to your operation of the TA Center pursuant to and in compliance with this Agreement and all TA System Standards we prescribe from time to time during the Term. Your unauthorized use of the Marks and the Copyrights will be a breach of this Agreement and an infringement of our rights in and to the Marks and the Copyrights. You acknowledge and agree that your usage of the Marks and the Copyrights and any goodwill established by such use will be exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks or the Copyrights upon you (other than the right to operate the TA Center in compliance with this Agreement). All provisions of this Agreement applicable to the Marks and the Copyrights apply to any additional proprietary trade and service marks, Copyrights and commercial symbols we authorize you to use.

10.2 Limitations on Your Use of Marks and Copyrights. You agree to use the Marks and Copyrights we designate and in the manner we designate as the sole identification of the TA Center, except that you agree to identify yourself as the independent Owner in the manner we prescribe. You may not use modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, nor may you use any Mark or Copyright in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. No Mark or Copyright may be used in any advertising concerning the transfer, sale or other disposition of the TA Center or an Ownership Interest in you. You agree to display the Marks and Copyrights prominently in the manner we prescribe at the TA Center, on supplies or materials we designate and in connection with forms and advertising and marketing materials. You agree to give such notices of trade and service mark registrations as we specify and to obtain any fictitious or assumed name registrations required under applicable law. You must not use the Marks or any part of them as part of your corporate name or the legal name of your Business Entity.

10.3 Notification of Infringements and Claims. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark or Copyright, or of any claim by any Person of any rights in or to any Mark or Copyright, and you agree not to communicate with any Person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office or U.S. Copyright Office proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark or Copyright. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office, U.S. Copyright Office or other proceeding or otherwise to protect and maintain our interests in the Marks and Copyrights.

10.4 Discontinuance of Use of Marks. If it becomes advisable at any time in our sole judgment for us and/or you to modify or discontinue the use of any Mark or Copyright and/or use one or more additional or substitute trade or service marks, including the complete replacement of any Mark or Copyright and usage of other marks or copyrights (due to merger, acquisition or otherwise), you agree to comply with our directions within a reasonable time after receiving notice. We will not reimburse you for any loss of revenue attributable to any modified or discontinued Mark or Copyright or for any expenditures you make to change Marks or Copyrights or to promote or use a modified or substitute trademark or service mark.

10.5 Indemnification. We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of our Marks or Copyrights, pursuant to and in compliance with this Agreement, resulting from claims by third parties that your use of any of the Marks or Copyrights infringes their trademark or related rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of this Agreement. We will not indemnify you against the consequences of your use of the Marks or Copyrights except in accordance with the requirements of this Agreement. You must provide written notice to us of any such claim within 10 days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. If we elect to defend the claim, we will have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

11. CONFIDENTIAL INFORMATION.

11.1 Types of Confidential Information. We and our Affiliates possess (and will continue to develop and acquire) certain confidential information (the "**Confidential Information**") relating to the development and operation of TA Centers, which includes (without limitation):

(a) the TA System and the know-how related to its use;

(b) plans, specifications, size and physical or operational characteristics of TA Centers;

(c) site selection criteria and site development methods;

(d) methods in obtaining licensing and meeting regulatory requirements;

(e) sources and design of equipment, furniture, forms, materials and supplies Products and Services;

(f) marketing, advertising, Institutional Accounts, Core Programs, contests and promotional programs for TA Centers;

(g) staffing and delivery methods and techniques for Services;

(h) the selection, testing and training of Personnel for TA Centers;

(i) the Computer Systems, which include all computer hardware and software we require, make available or recommend for TA Centers and the installation, training and support we require, make available or recommend for TA Centers;

(j) methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of TA Centers;

(k) knowledge of specifications for the Products, the Operating Assets, Approved Suppliers and Preferred Vendors;

(l) knowledge of operating results and financial performance of TA Centers other than those operated by you (or your Affiliates);

(m) e-commerce related data (e.g., customer data, click-stream data, cookies, user data, hits and the like);

(n) patents and Copyrights secured by us or our Affiliates; and

(o) customer loyalty programs and customer records of all types.

11.2 Disclosure and Limitations on Use. We will disclose much of the Confidential Information to you and Personnel of the TA Center by furnishing the Manuals to you and by providing training, guidance and assistance to you. In addition, in the course of the operation of your TA Center, you or your Personnel may develop ideas, copyrightable works, concepts, methods, techniques or improvements ("**Improvements**") relating to your TA Center, which you agree to disclose to us. We will be deemed to own the Improvements and may use them and authorize you and others to use them in the operation of TA Centers. Improvements will then also constitute Confidential Information.

11.3 Confidentiality Obligations. You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of your TA Center, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us or our Affiliates and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you:

(a) will not use the Confidential Information in any other business or capacity;

(b) will maintain the absolute confidentiality of the Confidential Information during and after the Term;

(c) will not make unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form or in other tangible form, including, for example, the Manuals; and

(d) will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including, restrictions on disclosure to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or others who have access to the Confidential Information.

11.4 Exceptions to Confidentiality. The restrictions on your disclosure and use of the Confidential Information will not apply to the following:

(a) disclosure or use of information, processes, or techniques which are generally known to the public and used in the TA Centers (as long as the availability is not because of a disclosure by you), provided that you have first given us written notice of your intended disclosure and/or use; and

(b) disclosure of the Confidential Information in judicial or administrative proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

12. EXCLUSIVE RELATIONSHIP. You acknowledge and agree that we would be unable to protect Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among TA Centers if Owners of TA Centers were permitted to hold interests in or perform services for a Competitive Business. You also acknowledge that we have granted this Franchise to you in consideration of and reliance upon your agreement to deal exclusively with us.

(a) In-Term Covenant Not to Compete. You and your Owners agree that, during the Term, neither you nor any of your Owners (nor any of your or your Owners' spouses or children) will:

(i) have any direct or indirect interest as a disclosed or beneficial Owner, investor, partner, director, officer, employee, franchisee, consultant, operator, representative or agent or in any other capacity in any Competitive Business operating:

(A) within the Protected Area;

(B) within 75 miles of the Protected Area (if any), and if not, within 75 miles of the Site;

(C) within 75 miles of any other TA Center or TA Express Center (franchised or otherwise) in operation or which is under construction and granted the right to operate in such area on the later of the effective date of the termination or expiration of this Agreement or the date on which a Person restricted by this Section complies with this Section; or

(D) anywhere in the United States or Canada in connection with a regional or national chain operating a Competitive Business (including but not limited to Pilot, Bosselman, Flying J, Love's, or Sapp Bros.)

(b) In-Term Covenant Not to Solicit. You and your Owners agree that, during the Term, neither you nor any of your Owners will entice or induce or in any manner influence any Person, who is in our or our Affiliates' employ at a management level, to leave such employ or discontinue such service

(c) In-Term Covenant Not to Divert Business. You and your Owners further agree that, during the Term, neither you nor any of your Owners (nor any of your or your Owners' spouses or children) will divert or attempt to divert any business or any customer of a TA Center or TA Express Center to any Competitive Business, gas station, restaurant, truck repair facility, or convenience store, by direct or indirect inducement or otherwise, or do or perform directly or indirectly any other act injurious or prejudicial to the goodwill associated with our Marks or System, or in any way negligently or intentionally interfere with your TA Center or our business or prospective business.

13. ADVERTISING AND PROMOTION.

13.1 Use of Monthly Advertising Fees. We will direct all advertising, marketing and public relations programs and materials that we deem necessary or appropriate in our sole judgment. We have sole discretion over all activities, including without limitation, the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that your Monthly Advertising Fees may be used to pay the costs of, without limitations, preparing and producing video, audio and written advertising materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; marketing and advertising training programs and materials; and supporting public relations, market research and other advertising, promotion and marketing activities. The Monthly Advertising Fee is non-refundable.

13.2 Advertising Limitations. You acknowledge that our Advertising activities are intended to maximize recognition of the Marks and patronage of both TA Centers and TA Express Centers. Although we will endeavor to benefit all TA Centers and TA Express Centers, we undertake no obligation to ensure that our advertising expenditures in or affecting any geographic area are proportionate or equivalent to your Advertising Fee payments to us, or that any TA Center will benefit directly or in proportion to its Monthly Advertising Fees.

13.3 Local Advertising and Promotion. You agree that any advertising, promotion and marketing you conduct will be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. We reserve the right to inspect and approve or disapprove all advertising, promotional, and marketing materials and marketing campaigns.

13.4 Websites. We have the right to control or designate the manner of your use of all e-names. We also have the right to designate, approve, control or limit all aspects of your use of e-commerce. You must follow all of our policies and procedures for the use and regulation of e-commerce, including all of our policies and procedures for customer referrals via e-commerce. We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks or the TA System which we may designate. We may restrict your use of e-commerce to a centralized website, portal or network or other form of e-commerce that we designate or operate. We may restrict your advertising activities to the use of only the e-names we designate. We may require that you provide information to us via e-commerce. You (and you must obtain agreements from your Personnel to) agree to be bound by any e-mail, SPAM, unsolicited e-mail, terms of use, privacy and copyright notice and takedown policies and the like that we establish from time to time. We may require you to, at your expense, coordinate your e-commerce activities with us, your Personnel and other TA Centers, Approved Suppliers, Preferred Vendors and Affiliates. We may require you and your Personnel to participate in Intranet Systems we establish or designate and obtain the services of and pay the then-current fees for such services. You agree that you will not (and you will obtain agreement from your Personnel not to) "opt-out" or otherwise ask to no longer receive e-mails from us or other participants in the TA System. You recognize and agree that we own all rights, title and interest in and to any and all websites and any e-names we commission or utilize, or require or permit you to utilize, in connection with the TA System which bear our Marks or any derivative of our Marks. You also recognize and agree that we own all rights, title and interest in and to any and all data or other information collected via e-commerce related to the TA System or the Marks, including any customer data, click-stream data, cookies, user data, hits and the like. Such data or other information also constitutes our Confidential Information.

13.5 Promotion of the Franchise System. We may require you to place in the manner designated by us any and all materials, including point of purchase materials, promoting the TA System that we from time to time provide to you. You will use your best efforts to advance the reputation of TA Centers in order to increase the goodwill of the Marks. You must participate in all then-current promotions, marketing and new product or service programs, as made available from time to time by us (the "Promotional Programs"). These Promotional Programs may have additional charges. We have the right to establish or eliminate Promotional Programs, in our sole discretion.

14. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

14.1 Accounting System. You must at all times maintain the records reasonably specified in the Manuals, including, without limitation, sales, inventory and expense information. You must report Gross Sales and other business information to us using the format, reporting system and accounting system (the "**Accounting System**") that we require from time to time. You must establish access to the Accounting System via the Internet at your cost. You must deliver to us the financial and operating reports in the form, manner, content and time we specify from time to time, including via access to the Accounting System. We may require you to update all information in the Accounting System at least daily, including but not limited to revenues, expenditures and other pertinent data. We may periodically change the Accounting System and the suppliers of accounting services. You will make available for our review and inspection during normal business hours all original books and records that we want to ascertain and verify financial statements or reports. You will maintain all of your books and records in accordance with generally accepted accounting principles. You will maintain and preserve such records during the entire Term and for seven (7) years following the expiration or earlier termination of this Agreement. Such records include deposit reports and receipts, cash receipts journal, general ledgers, cash disbursement journals, weekly payroll registers, monthly bank statements, supplier invoices (paid and unpaid), accounts payable journals, balance sheets, profit and loss statements, inventory records, records of wholesale accounts and such other records as we may require. We may use the information obtained as we deem appropriate, except that information you designate as confidential will not be disclosed to third parties in a manner that identifies you as the subject or source except: (i) with your permission, (ii) as may be required by law, (iii) in connection with audits or collections under this Agreement; or shared within the TA System (you understand that we disseminate operational and financial data throughout the System and to prospects). We may require you to use approved computer hardware and software in order to maintain the Accounting System and other communication processes.

14.2 Reports. You agree to furnish to us on such forms that we prescribe from time to time:

(a) on the Report Day, a report on your Gross Sales during the preceding Accounting Period;

(b) within 30 days after the end of each Accounting Period, a profit and loss statement and supporting documents for the TA Center for the immediately preceding Accounting Period and year-to-date and a balance sheet as of the end of such Accounting Period; and

(c) within 120 days after the end of each calendar year, reviewed financial statements prepared by an independent certified public accountant. To the extent those statements include businesses other than that covered by the Franchise Agreement; those statements should include consolidating exhibits that show the operations of the franchised business separately from the other others. The reviewed financial statements must include the following; annual profit and loss statement, statement of cash flows and a balance sheet for your Center as of the end of the calendar year.

14.3 Access to Information. You agree to verify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data derived from such reports. We have the right as often as we deem appropriate (including on a daily basis) to access all computer registers and other Computer Systems that you are required to maintain in connection with the operation of the TA Center and to retrieve all information relating to the TA Center's operations. At our request, you will promptly send us true and correct copies of all federal and state income, sales, excise and other tax returns.

15. INSPECTIONS AND AUDITS.

15.1 Our Right to Inspect the TA Center. To determine whether you and the TA Center are complying with this Agreement and all TA System Standards, we and our designated agents have the right at any time during your regular business hours, and without prior notice to you, to:

(a) inspect the TA Center and any other aspect of or facility used by the TA Center (if any);

(b) observe, photograph and videotape the operations of the TA Center and any other aspect of or facility used by the TA Center for such consecutive or intermittent periods as we deem necessary;

(c) remove samples of any products, materials or supplies for testing and analysis;

(d) interview Personnel and customers of the TA Center and engage in "secret shopper" type programs; and

(e) inspect and copy any books, records, tax returns and documents relating to your operation of the TA Center.

You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, product removal and interviews. You agree to present to your customers such evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by us or on our behalf. You must immediately correct or repair any unsatisfactory conditions we specify.

15.2 Our Right to Audit. We have the right at any time during your business hours, and without prior notice to you, to inspect and audit, or cause to be inspected and audited, your TA Center, bookkeeping and accounting records, sales and Tax records and returns and other records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. You must immediately pay us any shortfall in the amounts you owe us (regardless of the degree), including late fees and interest. You agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees if:

(a) our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis; and/or

(b) our audit or inspection reveals that you understated Gross Sales by over 2%.

The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

16. TRANSFER.

16.1 By Us. This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests.

16.2 By You. You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your Owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the TA Center or other aspect of the TA Center may be transferred without our prior written approval, which may be given or withheld in our sole discretion. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "**transfer**" includes your (or your Owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement; (b) you; (c) the TA Center; or (d) the Operating Assets.

An assignment, sale, gift or other disposition includes the following events:

(i) transfer of ownership of 25% or more (either in a single transaction or in a series of transactions occurring during the term of this Agreement) of any capital stock or a partnership interest or any other interest that affects control over the Business Entity;

(ii) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;

(iii) any issuance or sale of your stock or any security convertible to your stock;

(iv) transfer of an interest in you, this Agreement, the TA Center, your Lease or the Operating Assets in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;

(v) transfer of an interest in you, this Agreement, the TA Center, your Lease or the Operating Assets, in the event of your death or the death of one of your Owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or

(vi) pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the TA Center, or the Operating Assets, including your transfer, surrender or loss of possession, control or management of the Lease or your TA Center.

16.3 Conditions for Approval of Transfer. If you (and your Owners) are in compliance with this Agreement, then subject to the other provisions of this Section, we will approve a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be, as we determine in our sole discretion, individuals of good character and otherwise meet our then applicable standards for TA Center franchisees. A transfer of ownership, possession or control of the TA Center or the Operating Assets may be made only in conjunction with a transfer of this Agreement. If the transfer is of this Agreement or a controlling interest in you, or is one of a series of transfers which in the aggregate constitute the transfer of this Agreement or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

(a) the transferee has sufficient business experience, aptitude and financial resources to operate the TA Center;

(b) you have paid all amounts due us and have submitted all required reports and statements, and made payments to all Approved Suppliers and Preferred Vendors or made arrangements to do so satisfactory to us and them;

(c) the transferee (or its owners) have agreed to complete our standard training program, at their expense;

(d) the transferee has agreed to be bound by all of the terms and conditions of this Agreement;

(e) the transferee has entered into our then-current form of Franchise Agreement;

(f) the transferee agrees to upgrade the TA Center to conform to our then-current standards and specifications;

(g) you or the transferee pay us a transfer fee equal to Thirty-Five Thousand Dollars ($35,000) to defray expenses we incur in connection with the transfer, including but not limited to, our third party expenses, and the costs of training the transferee (or its owners) and other Personnel. If the transfer is proposed prior to the first anniversary of the Opening Date, then you shall pay us a transfer fee equal to Seventy-Five Thousand Dollars ($75,000). If the proposed transfer is among your Owners, the transfer fee will be equal to Ten Thousand Dollars ($10,000);

(h) you (and your transferring Owners) have signed a general release, in form satisfactory to us, of any and all claims against us, our Affiliates, and our shareholders, officers, directors, employees and agents;

(i) we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the TA Center;

(j) if you or your Owners finance any part of the sale price of the transferred interest, you and/or your Owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your Owners have reserved in the TA Center are subordinate to the transferee's obligation to pay Royalties, Monthly Advertising Fees and other amounts due to us and otherwise to comply with this Agreement;

(k) you and your transferring Owners (and your and your Owners' spouses) have signed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in this Agreement; and

(l) you and your transferring Owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other TA Centers you own and operate) identify yourself or themselves or any business as a current or former TA Center, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of a TA Center in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us.

16.4 Transfer to a Business Entity. If you are in compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the TA Center and, if applicable, other TA Centers so long as you (i) own, control and have the right to vote 51% or more of its issued and outstanding Ownership Interests (like stock or partnership interests) and you guarantee its performance under this Agreement or (ii) as we otherwise approve in writing. All other Owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing Ownership Interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any Person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of the your obligations under this Agreement.

16.5 Transfer Upon Death or Disability. Upon your death or disability or, if you are a Business Entity, the death or disability of the Owner of a controlling interest in you, we may require you (or such Owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such Owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than 1 month but not more than 6 months from the date of death or disability. Such disposition will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the Ownership Interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an Owner of a controlling interest in you from managing and operating the TA Center.

16.6 Operation Upon Death or Disability. If, upon your death or disability or the death or disability of the Owner of a controlling interest in you, the TA Center is not being managed by a trained manager, your or such owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 30 days from the date of death or disability, appoint a manager to operate the TA Center. Such manager will be required to complete training at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the TA Center is not being managed properly any time after your death or disability or after the death or disability of the Owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the TA Center. All funds from the operation of the TA Center during the management by our appointed manager will be kept in a separate account, and all expenses of the TA Center, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable management fee (in addition to the Royalty and Monthly Advertising Fees payable under this Agreement) during the period that our appointed manager manages the TA Center. Operation of the TA Center during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by the TA Center or to any of your creditors for any products, materials, supplies or services the TA Center purchases during any period it is managed by our appointed manager.

16.7 Effect of Consent to Transfer. Our consent to a transfer of this Agreement and the TA Center or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the TA Center or a waiver of any claims we may have against you (or your Owners), or of our right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement.

16.8 Our Right of First Refusal. If you (or any of your Owners) determine to sell, assign or transfer for consideration an interest in this Agreement, the Site and/or the TA Center (including the real property related to the Site or the TA Center, whether a leasehold, fee interest or otherwise) or an ownership interest in you at any time during the Term; or if you (or any of your Owners) at any time during the five (5) year period commencing on the effective date of termination or expiration of this Agreement determine to sell, assign or transfer for consideration any interest (leasehold, fee or otherwise) in the Site or substantially all of your assets, including the former Operating Assets or more than a 50% ownership interest in you, you (or such Owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of

5% or more of the offering price) from a responsible and fully disclosed offeror. Within 5 days of receipt of the offer, you must submit to us: (a) a true and complete copy of such offer; (b) information regarding ownership of the proposed offeror, including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror and, in the case of a publicly-held corporation or limited partnership, copies of the most current annual and quarterly reports and Form 10K; (c) details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price; and (d) Profit & Loss ("P&L") statements and balance sheets for the TA Center for the past two (2) full years, and any stub period for the current year (collectively, the "Offer Details"). The P&Ls shall include (i) diesel and gasoline gallons sold, diesel and gasoline revenue, and diesel and gasoline costs, (ii) sales and costs of goods sold for each of the store, quick service restaurants, full service restaurants, truck service operations, rent from third parties and/or affiliates, and other operations, as applicable, and (iii) operating expenses, including labor, leasing costs, depreciation and amortization, and other expenses as applicable. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. In the event the consideration offered by a third party is not specified in cash, we have the right to substitute the reasonable equivalent in cash. The offer must apply only to an interest in you, in this Agreement, the TA Center, and/or the Site and may not include an offer to purchase any of your (or your Owners') other property or rights, or of just the Operating Assets, unless the offer for the Operating Assets is post-Term. However, if the offeror proposes to buy any other property or rights from you (or your Owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your Owners) for the interest in you or in this Agreement, the Site, and the TA Center must reflect the bona fide price offered and not reflect any value for any other property or rights.

We have the right, exercisable by written notice delivered to you or your selling Owner(s) within 30 days from the date of the delivery to us of an exact copy of such offer, the Offer Details, and such other information as we reasonably request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

(a) our credit will be deemed equal to the credit of any proposed purchaser;

(b) we will have not less than 30 days after giving notice of our election to purchase to prepare for closing; and

(c) we are entitled to receive, and you and your Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to:

(i) ownership and condition of and title to stock or other forms of ownership interest and/or assets;

(ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and

(iii) validity of contracts and the liabilities, contingent or otherwise, of the Business Entity being purchased.

(d) We have the right to obtain, at our sole cost and as a condition precedent to closing the sale, a survey, title commitment, and environmental assessment. In the event such survey, title commitment or environmental assessment is unacceptable to us in our sole discretion, we may elect not to close on the purchase. In the event of any material change in the terms and conditions of the offer to purchase, or if more than 120 days shall pass without a closing on such offer, you are required to resubmit such revised offer to us for consideration.

If we exercise our right of first refusal, you and your selling Owner(s) agree that, for a period of 2 years commencing on the date of the closing, you and they will be bound by the noncompetition covenant contained in this Agreement. You and your selling Owner(s) further agree that you and they will, during this same time period, abide by the covenants contained in this Agreement.

If we do not exercise our right of first refusal, then subject to our approval rights as set forth in Section 16.2, you or your Owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30 day period following either the expiration of such 120 day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option.

17. RENEWAL TERMS.

17.1 Extension. Upon expiration of this Agreement, subject to the conditions of this Section, you will have the right to operate the TA Center for two (2) additional five (5) year periods on the terms and conditions of the franchise agreement we are then using in granting franchises for TA Centers (each, a "**Renewal Term**"), if you (and each of your Owners) have substantially complied with this Agreement during its Term and any Renewal Term and either:

(a) you maintain possession of and agree to remodel and/or expand the TA Center, add or replace improvements, equipment and signs and otherwise modify the TA Center as we require to bring it into compliance with specifications and standards then applicable for TA Centers; or

(b) if you are unable to maintain possession of the TA Center, you secure substitute premises we approve, develop such premises in compliance with specifications and standards then applicable for TA Center until operations are transferred to the substitute premises.

17.2 Grant. You must give us written notice of your election to renew your Franchise for a Renewal Term, during the last year of the Term or the then-current Renewal Term, but no later than 180 days before expiration. We will respond ("**Response Notice**"), within 90 days after we receive your notice, of our decision, either:

(a) to grant you a Renewal Term;

(b) to grant you a Renewal Term on the condition that deficiencies of the TA Center, or in your operation of the TA Center, are corrected; or

(c) not to grant you a Renewal Term.

If applicable, our Response Notice will:

(d) describe the remodeling and/or expansion of the TA Center and other improvements or modifications required to bring the TA Center into compliance with then applicable specifications and standards for TA Center; and

(e) state the actions you must take to correct operating deficiencies and the time period in which such deficiencies must be corrected.

Your right to a Renewal Term is subject to your continued compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in the Response Notice.

17.3 Agreements/Releases. If you satisfy all of the other conditions to the grant of a Renewal Term, you and your owners agree to sign the form of franchise agreement and any ancillary agreements we are then customarily using in connection with the grant of franchises for TA Centers. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, Affiliates, successors and assigns. Failure by you or your Owners to sign such agreements and releases and deliver them to us for acceptance and signature within 60 days after their delivery to you will be deemed an election not to seek a Renewal Term.

17.4 Training and Refresher Programs. Our grant of a Renewal Term is also conditioned on the satisfactory completion by you (or your Owners) of any new training and refresher programs as we may reasonably require.

17.5 Renewal Fee. You shall pay us a renewal fee of Twenty Thousand Dollars ($20,000). In addition, we have the right to charge a fee for services we render to you and expenses we incur, including but not limited to reasonable attorneys fees, in conjunction with the grant of the Renewal Term. Payment of those charges is due upon your receipt of our invoice.

17.6 Subsequent Renewal Terms. The fees and other conditions for any later granting of subsequent Renewal Terms will be determined by us, in our sole discretion.

18. TERMINATION OF AGREEMENT.

18.1 Termination of Service Rights. If we are entitled to terminate this Agreement in accordance with any of its provisions, we will have the option to terminate or suspend any one or more of the rights under this Agreement instead of terminating this Agreement, including but not limited to:

(a) your right to participate in any programs or services provided by us or offered by us from time to time, such as the Core Programs;

(b) your right to buy Diesel Fuel Products and Services from us;

(c) your right to participate in any services that we provide in connection with any website, marketing or similar services; and

(d) termination of any rights to a Protected Area (if any) granted to you under this Agreement; and

(e) general operational support.

If we terminate or suspend any of your rights under this Agreement in accordance with this section, we will provide you five days prior written notice of such suspension or termination. If any such rights, options or arrangements are terminated or suspended in accordance with this section, such termination or suspension will be without prejudice to and will not be a waiver or release of any of our rights to terminate this Agreement otherwise in accordance with its terms, or to terminate any other rights, options or arrangements under this Agreement or any other agreement between you and us at any time thereafter, for the same default or as a result of any additional defaults of the terms of this Agreement or other agreements between you and us.

18.2 On Notice. We have the right to terminate this Agreement, without giving you any opportunity to cure the default (based on the nature of the default or the default is non-curable) effective upon delivery of written notice of termination to you, if:

(a) you (or any of your Owners) have made any material misrepresentation or omission in connection with your purchase of the Franchise;

(b) you fail to begin operating the TA Center within six (6) months of the Agreement Date or, in the case of construction of a new Site, within eighteen (18) months of the Agreement Date;

(c) you, or your Owners, fail to successfully complete any training to our satisfaction;

(d) you fail to participate in, or otherwise comply with, a Core Program;

(e) you abandon or fail to actively operate the TA Center for 5 or more consecutive business days, unless the TA Center has been closed for a purpose we have approved or because of casualty or government order or is requiring mechanical repair or remodeling approved by us;

(f) you surrender or transfer control of the operation of the TA Center without our prior written consent;

(g) you (or any of your Owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense;

(h) you (or any of your Owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of the TA Center or other TA Centers or the goodwill associated with the Marks;

(i) you understate reported Gross Sales by one percent (1%) or more, or our audits or investigations show that you understated Gross Sales by one percent (1%) or more two (2) or more times during any eighteen (18) month period;

(j) you (or any of your Owners) make an unauthorized assignment of this Agreement or of an ownership interest in you, the TA Center or the Operating Assets;

(k) in the event of your death or disability or the death or disability of the Owner of a controlling interest in you, this Agreement or such Owner's interest in you is not assigned as required under this Agreement;

(l) you fail to cure any default under your Lease or you lose the right to possession of the TA Center or the Site;

(m) you fail to cure any default under the Loan Documents;

(n) you (or any of your Owners) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Manual in violation of this Agreement;

(o) you fail to pay any amounts due to us or any Approved Supplier and do not correct such failure within five (5) days after written notice of such failure is delivered to you;

(p) you fail to pay when due any Taxes due in connection with the operations of the TA Center, unless you are in good faith contesting your liability for such Taxes;

(q) you (or any of your Owners) fail to comply with any other provision of this Agreement or any TA System Standard and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you;

(r) you (or any of your Owners) fail on two (2) or more separate occasions within any period of twelve (12) consecutive Accounting Periods or on five (5) occasions during the Term to submit when due reports or other data, information or supporting records; or to pay when due any amounts due to us or otherwise to comply with this Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you;

(s) you fail to maintain sufficient liquid funds and bank authorizations to pay amounts to us via electronic transfer on two (2) or more separate occasions during the Term; or

(t) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your Operating Assets; the TA Center or the Operating Assets are attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you, the TA Center or the Operating Assets, is not vacated within 30 days following the entry of such order.

18.3 After Notice. Except as described in Section 18.2 above, and except as otherwise provided by applicable law, we may also terminate this Agreement after we notify you of our intention to do so because of the occurrence of any of the following events and your failure to cure the default specified in our notice to you (the "**Default Notice**") within 30 days of our Default Notice:

(a) you fail to keep the TA Center open during the required hours;

(b) you purchase or lease any product or service from an unapproved supplier;

(c) you fail to obtain and maintain permits and licenses required by applicable law;

(d) if you are a Business Entity, failure to maintain active status in your state of organization;

(e) you fail to timely make required reports;

(f) you violate any other provision of this Agreement;

(g) you fail to maintain any standards or procedures contained in the Manuals;

(h) your continued violation of any law, ordinance, rule or regulation of a governmental agency; or

(i) you fail to obtain any approvals or consents required by this Agreement.

18.4 Cross Default. Any default by you under the terms and conditions of this Agreement or any other agreement between us and you or between us and your Affiliates, which is so material as to permit us to terminate this Agreement or any other agreement, will be deemed to be a default of each and every agreement between us and you or us and your Affiliates. Furthermore, in the event of termination, for any cause, of this Agreement or any other such agreement between the parties hereto, we may, at our option, terminate any or all other agreements between you (or your Affiliates) and us, or between you (or your Affiliates) and our Affiliates.

19. RIGHTS AND OBLIGATIONS UPON TERMINATION.

19.1 Payment of Amounts Owed to Us or to our Affiliates. You agree to pay us within 15 days after the effective date of termination or expiration of this Agreement, or on such later date that the amounts due to us are determined, such Royalties, Monthly Advertising Fees, any other amounts owed us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us which are then unpaid.

19.2 Marks. Upon the termination or expiration of this Agreement:

(a) you may not directly or indirectly at any time or in any manner (except with respect to any other TA Center you own and operate) identify yourself or any business as a current or former TA Centers, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark or other indicia of a TA Center in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggests a connection or association with us;

(b) you agree to take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(c) you agree to deliver to us within 30 days after, as applicable, the effective date of expiration of this Agreement or the Notification Date all signs, marketing materials, forms and other materials containing any Mark or otherwise identifying or relating to a TA Center and allow us, without liability to you or third parties, to remove all such items from the TA Center;

(d) if we do not have or do not exercise an option to purchase the TA Center, you agree that, after, as applicable, the effective date of expiration of this Agreement or the Notification Date, you will promptly and at your own expense make such alterations we specify to distinguish the TA Center clearly from its former appearance and from other TA Centers so as to prevent confusion by the public;

(e) if we do not have or do not exercise an option to purchase the TA Center, you agree that, after, as applicable, the effective date of expiration of this Agreement or the Notification Date, you will notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, telecopy or other numbers and any regular, classified or other telephone directory listings associated with any Mark, authorize the transfer of such numbers and directory listings to us or at our direction and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify; and

(f) you agree to furnish us, within 30 days after, as applicable, the effective date of expiration of this Agreement or the Notification Date, evidence satisfactory to us of your compliance with the foregoing obligations.

19.3 Confidential Information. You agree that, upon termination or expiration of this Agreement, you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manual and any other confidential materials that we have loaned or otherwise provided to you.

19.4 Competitive Restrictions.

(a) Post-Term Non-Compete Covenants. You and your Owners agree that for a period of two (2) years commencing on the effective date of termination or expiration of this Agreement, or the date on which a Person restricted by this Section begins to comply with this Section, whichever is later, neither you nor any of your Owners (nor any of your or your Owners' spouses or children) will:

(i) have any direct or indirect interest as a disclosed or beneficial Owner, investor, partner, director, officer, employee, franchisee, consultant, operator, representative or agent or in any other capacity in any Competitive Business operating:

(A) within the Protected Area;

(B) within 75 miles of the Protected Area (if any), and if not, within 75 miles of the Site;

(C) within 75 miles of any other TA Center or TA Express Center (franchised or otherwise) in operation or which is under construction and granted the right to operate in such area on the later of the effective date of the termination or expiration of this Agreement or the date on which a Person restricted by this Section complies with this Section; or

(D) anywhere in the United States or Canada in connection with a regional or national chain operating a Competitive Business (including but not limited to Pilot, Bosselman, Flying J, Love's, or Sapp Bros.).

(ii) lease, license or otherwise permit the Site, or any portion of it, to be used or occupied by a regional or national chain operating a Competitive Business (including but not limited to Pilot, Bosselman, Flying J, Love's, or Sapp Bros.)

If any Person restricted by this Section 19.4(a) refuses voluntarily to comply with the foregoing obligations, the 2-year period will commence with the entry of a court order if necessary, enforcing this provision. You and your Owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

(b) Post-Term Covenant Not to Solicit. You and your Owners agree that for a period of 2 years commencing on the effective date of termination or expiration of this Agreement, or the date on which a Person restricted by this Section begins to comply with this Section, whichever is later, neither you nor any of your Owners will entice or induce or in any manner influence any Person, who is in our or our Affiliates' employ at a management level, to leave such employ or discontinue such service.

19.5 Our Right to Purchase.

(a) **Exercise of Option**. Upon our termination of this Agreement in accordance with its terms and conditions, or your termination of this Agreement without cause or the expiration of this Agreement, we have the option, exercisable by giving written notice to you within 60 days after the date of such termination, to purchase your TA Center (including all or any portion of the real property related to the TA Center) from you, including the ownership or leasehold rights to the Site. The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the "**Notification Date**". We have the unrestricted right to assign this option to purchase your TA Center. We will be entitled to all customary warranties and representations in connection with our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

(b) **Leasehold Rights**. If we exercise the option to purchase your TA Center as described above, then you agree at our election:

(i) to assign your leasehold interest in the Site to us (for no additional consideration and at no additional cost to us); or

(ii) to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease (at no additional cost to us).

(c) **Purchase Price**. The purchase price for your TA Center under this Section will be the fair market value ("**Fair Market Value**") of the TA Center exclusive of any goodwill, determined in a manner consistent with reasonable depreciation of the TA Center's equipment, signs, inventory, materials and supplies, provided that the TA Center will be valued as an independent business and its value will not include any value for:

(i) the Franchise or any rights granted by this Agreement;

(ii) the Marks or Copyrights; or

(iii) participation in the System.

We may exclude from the assets purchased cash or its equivalent and any Operating Assets, such as equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the TA Center's operation or that we have not approved as meeting standards for TA Centers, and the purchase price will reflect such exclusions.

(d) **Appraisal**. If we and you are unable to agree on the Fair Market Value of your TA Center within ten (10) days of the Notification Date, the Fair Market Value will be determined by an independent appraiser selected by both you and us within ten (10) days of our collective inability to timely agree on the Fair Market Value. If we cannot timely agree on an independent appraiser, then such appraiser will be selected as follows. Within five (5) days of our inability to agree on an independent appraiser, we will choose a certified public accounting firm and you will choose a certified public accounting firm. Those two firms shall, within ten (10) days, select a mutually acceptable appraisal firm (the "**Appraiser**") to make the independent appraisal, in accordance with this Agreement. The Appraiser shall have at least ten (10) years experience valuing properties similar to the TA Center and the individual responsible for valuing real estate shall be a Member Appraisal Institute (MAI) appraiser. You and we shall each bear one-half of the costs of the Appraiser.

(e) **Due Diligence**. For a period of thirty (30) days following our receipt of the Appraiser's determination of value, we have the right to conduct a due diligence investigation (the "**Due Diligence Period**") of your franchise, the Operating Assets, and all of your rights, liabilities and obligations. You must give us reasonable access to your facilities, books and records during the Due Diligence Period. In addition, you must otherwise reasonably cooperate with us to make yourself and Personnel available during the Due Diligence Period. We are under no obligation to continue with our due diligence if, the results of our due diligence are not satisfactory to us for any reason or if we are not satisfied with the Appraiser's opinion of value, to be determined in our sole discretion. In that case, we will notify you in writing that we are withdrawing our offer to purchase your TA Center. At any time during the Due Diligence Period, we have the unconditional right to withdraw our offer.

(f) **Payment of Purchase Price**. The purchase price shall be paid in cash at the time of closing, which shall take place no later than thirty (30) days following the expiration of the Due Diligence Period.

(g) **Closing**. At closing you agree to deliver such instruments we reasonably request, including those documents sufficient to transfer to us:

(i) good and valid title to the Operating Assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you; and

(ii) all licenses and permits of the TA Center which may be assigned or transferred; and

(iii) the fee or leasehold interest and improvements at the Site, free and clear of all encumbrances except those we agree to assume.

19.6 Continuing Obligations. All of our and your (and your Owners' and Affiliates') obligations which expressly or by their nature survive the expiration or termination of this

Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. Examples include, but are not limited to, indemnification, payment and de-identification and covenants not to compete.

20. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION; RECORD NOTICE.

20.1 Compliance with Laws. You agree, at your sole cost and expense, to comply with all federal, state, county and municipal laws, rules, regulations, ordinances, orders, directives and requirements of all governmental authorities and public officers whether present or future, foreseen or unforeseen, ordinary or extraordinary, or shall involve any governmental change in policy, which may be applicable to the Site, the TA Center or your operations at the Site (collectively, "Laws"). Your obligations include environmental conditions, including without limitation atmospheric, soil, ground water and surface water conditions, and obligations arising under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* ("RCRA"), the Comprehensive Environmental Response, Compensation & Liability Act, 42 U.S.C. 9601 *et seq.* ("CERCLA"), the Water Pollution Control Act, 33 U.S.C. 1251 *et seq.,* the Occupational Safety and Health Act of 1979, 29 U.S.C. 651, *et seq.*, ("OSHA"), the Clean Air Act, 42 U.S.C. 7401 *et seq.,* the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C.11001, *et seq.,* Safe Drinking Water Act, 42 U.S.C. 300f, *et seq.*, together with any amendments thereto, regulations promulgated thereunder and all successor legislation and regulations thereof to any and all of the above (collectively, "Environmental Laws").

You are responsible for curing any violations of Laws, including the Environmental Laws, that occur during the Term. Without limitation, you shall be solely responsible for Remediation of any and all discharges of Contaminants. Notwithstanding the foregoing, in the event you have contributed to, directly or indirectly, or otherwise aggravated, any prior Discharge of Contaminants, you are responsible to the extent of your contribution to, or aggravation of, any prior Discharge of Contaminants. "Discharge" as used herein, means as defined in Environmental Laws, and includes, without limitation, any intentional or unintentional action or omission resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of a Contaminant. "Contaminant" means as defined in Environmental Laws, and shall include, without limitation, any toxic substance, hazardous substance, hazardous waste, pollution, pollutant, contamination, petroleum, asbestos, lead-based paint, and polychlorinated biphenyls. "Remediation" as used herein, means as defined in Environmental Laws. In the event of a violation of Environmental Laws, including a Discharge of Contaminants, during the Term, you shall immediately notify us.

You shall indemnify, defend with counsel acceptable to us, and hold us free and harmless from any and all loss, liabilities, penalties, damages, claims, causes of action, costs or expenses, including attorneys' fees, remediation and response costs, remediation plan preparation costs, monitoring and closure costs and the costs and expenses investigating and defending any government claims or proceedings, resulting from or attributable to your failure to comply with this Section 20.1. Your indemnification obligations under this Section 20.1 shall survive the expiration or sooner termination of the Term.

20.2 Independent Contractors. You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, your Personnel and others as the owner of the TA Center under a franchise we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time.

20.3 No Liability for Acts of Other Party. You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and franchisee or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any Person or property directly or indirectly arising out of the TA Center's operation or the business you conduct pursuant to this Agreement.

20.4 Taxes. We will not have any liability for any Taxes, whether levied upon you or the TA Center, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such Taxes is your responsibility.

20.5 Restricted Persons Representations and Warranties. You represent and warrant to us that, as of the date of this Agreement and at all times during the term hereof, and to your actual or constructive knowledge, neither you, any affiliate of you, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, you may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a "Specially Designated National or Blocked Person" (as defined below) or to an entity in which a Specially Designated National or Blocked Person has an interest. For the purposes of this Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or (iii) a person or entity otherwise identified by any government or legal authority as a person with whom you (or any of your owners or affiliates) or we (or our owners or affiliates) are prohibited from transacting business. You further agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

20.6 Indemnification. You agree to indemnify, defend and hold harmless us, our Affiliates and our and their respective shareholders, directors, officers, employees, agents, successors and assignees (the "**Indemnified Parties**") against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all Taxes and any and all claims and liabilities directly or indirectly, arising out of or related to your development, ownership, or operation of the TA Center (even if our negligence is alleged) or as a result of your breach of this Agreement or any of the representations and warranties set forth herein. For purposes of this indemnification, "**claims**" includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

20.7 Memorandum of Right of First Refusal and Right to Buy. Upon signing this Agreement, you must sign the Memorandum of Right of First Refusal and Right to Buy in the form attached hereto as Exhibit "E" so we can record notice of our right to purchase and right of first refusal as provided in this Agreement.

21. ENFORCEMENT.

21.1 Severability; Substitution of Valid Provisions. Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provisions will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any of our TA System Standards are invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

21.2 Waivers. We will not be deemed to have waived our right to demand exact compliance with any of the terms of this Agreement, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not affect our rights with respect to any later breach by you or anyone else.

21.3 Limitation of Liability; Force Majeure. Neither of the parties will be liable for loss or damage, nor be in breach of this Agreement, if failure to perform results from a Force Majeure Event.

Any delay resulting from a Force Majeure Event extends performance accordingly or excuses performance as may be reasonable, except that these causes do not excuse payments of amounts owed to us for any reason.

21.4 Approval and Consents. Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

21.5 Waiver of Punitive Damages. **YOU AND WE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT OR CLAIM FOR PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER PARTY (INCLUDING ANY CLAIMS AGAINST OUR PRESENT OR FORMER AGENTS AND EMPLOYEES, OUR AFFILIATES, AND OUR AFFILIATES' PRESENT OR FORMER AGENTS AND EMPLOYEES), AS TO ANY ACTION, SUIT OR CLAIM (WHETHER IN COURT OR BEFORE ANY OTHER TRIBUNAL) THAT ARISES OUT OF OR RELATES TO YOUR FRANCHISE RELATIONSHIP, INCLUDING, BUT NOT LIMITED TO, ANY AND EVERY ASPECT OF THE PROCESS OF ENTERING INTO THE FRANCHISE RELATIONSHIP, THIS AGREEMENT, ANY GUARANTY OR OTHER COLLATERAL AGREEMENTS WITH US OR OUR AFFILIATES, OUR PERFORMANCE IN CONNECTION WITH THE FRANCHISE RELATIONSHIP, ANY TERMINATION, RESCISSION, CANCELLATION OR NONRENEWAL OF THIS FRANCHISE RELATIONSHIP, AND CONDUCT POST-TERMINATION OR POST-EXPIRATION OF THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, OUR AFFILIATES AND WE ARE ENTITLED TO PUNITIVE AND EXEMPLARY DAMAGES, AND ANY OTHER RIGHTS AND REMEDIES PROVIDED BY LAW, FOR UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION.**

21.6 Limitations of Claims. **ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN 1 YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF GROSS SALES; (B) UNDER-PAYMENT OF AMOUNTS**

OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT RIGHTS TO TERMINATE THIS AGREEMENT IN ANY WAY.

21.7 Governing Law. **IN ANY ACTION, SUIT, OR CLAIM BY OR AGAINST YOU OR US (INCLUDING OUR PRESENT OR FORMER AGENTS AND EMPLOYEES, OUR AFFILIATES, AND OUR AFFILIATES' PRESENT OR FORMER AGENTS AND EMPLOYEES), WHICH IN ANY WAY ARISES OUT OF OR RELATES TO YOUR FRANCHISE RELATIONSHIP WITH US, INCLUDING, BUT NOT LIMITED TO, ANY AND EVERY ASPECT OF THE PROCESS OF ENTERING INTO THE FRANCHISE RELATIONSHIP, THIS AGREEMENT, ANY GUARANTY OR OTHER COLLATERAL AGREEMENTS WITH US OR OUR AFFILIATES, OUR PERFORMANCE IN CONNECTION WITH THE FRANCHISE RELATIONSHIP, ANY TERMINATION, RESCISSION, CANCELLATION, OR NONRENEWAL OF THE FRANCHISE RELATIONSHIP, AND CONDUCT POST-TERMINATION OR POST-EXPIRATION OF THIS AGREEMENT, ONLY OHIO LAW, INCLUDING OHIO STATUTES OF LIMITATION AND REPOSE, WILL APPLY TO ALL CLAIMS ASSERTED, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.**

21.8 Jurisdiction. **YOU CONSENT TO VENUE AND PERSONAL JURISDICTION IN ALL LITIGATION BROUGHT BY US OR OUR AFFILIATES AGAINST YOU, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO YOUR FRANCHISE RELATIONSHIP WITH US, INCLUDING, BUT NOT LIMITED TO, ANY AND EVERY ASPECT OF ENTERING INTO THE FRANCHISE RELATIONSHIP, THIS AGREEMENT, ANY GUARANTY OR OTHER COLLATERAL AGREEMENT WITH US OR OUR AFFILIATES, OUR PERFORMANCE IN CONNECTION WITH THE FRANCHISE RELATIONSHIP, ANY TERMINATION, RESCISSION, CANCELLATION OR NONRENEWAL OF THE FRANCHISE RELATIONSHIP, AND CONDUCT POST-TERMINATION OR POST-EXPIRATION OF THIS AGREEMENT, IN THE FOLLOWING COURTS: (A) THE STATE OR COUNTY COURT OF ANY CITY OR COUNTY WHERE WE HAVE OUR PRINCIPAL PLACE OF BUSINESS, AND, (B) THE UNITED STATES DISTRICT COURT NEAREST TO OUR PRINCIPAL PLACE OF BUSINESS.**

21.9 Venue. **YOU AGREE THAT IN ALL LITIGATION BROUGHT AGAINST US, OUR PRESENT OR FORMER AGENTS AND EMPLOYEES, OUR AFFILIATES, OR OUR AFFILIATES' PRESENT OR FORMER AGENTS AND EMPLOYEES, FOR ANY REASON THAT ARISES OUT OF OR RELATES TO YOUR FRANCHISE RELATIONSHIP WITH US, INCLUDING, BUT NOT LIMITED TO, ANY AND EVERY ASPECT OF THE PROCESS OF ENTERING INTO THE FRANCHISE RELATIONSHIP, THIS AGREEMENT, ANY GUARANTY OR OTHER COLLATERAL AGREEMENTS WITH US OR OUR AFFILIATES, OUR PERFORMANCE IN CONNECTION WITH THE FRANCHISE RELATIONSHIP, ANY TERMINATION, RESCISSION, CANCELLATION OR NONRENEWAL OF THE FRANCHISE RELATIONSHIP, AND CONDUCT POST-TERMINATION OR POST-EXPIRATION OF THIS AGREEMENT, SUCH ACTION WILL BE BROUGHT AND VENUE WILL**

BE PROPER ONLY IN THE FOLLOWING COURTS AND NO OTHERS: (A) FOR CASES WHERE FEDERAL JURISDICTION WOULD NOT EXIST IF THE CASE WERE BROUGHT IN FEDERAL COURT, THE STATE OR COUNTY COURT OF ANY CITY OR COUNTY WHERE WE HAVE OUR PRINCIPAL PLACE OF BUSINESS; AND, (B) FOR ALL OTHER CASES, THE UNITED STATES DISTRICT COURT NEAREST TO OUR PRINCIPAL PLACE OF BUSINESS.

21.10 Waiver of Jury Trial. **IN ANY ACTION OR SUIT BROUGHT BY OR AGAINST YOU OR US (INCLUDING OUR PRESENT OR FORMER AGENTS AND EMPLOYEES, OUR AFFILIATES, AND OUR AFFILIATES' PRESENT OR FORMER AGENTS AND EMPLOYEES), THAT IN ANY WAY ARISES OUT OF OR RELATES TO YOUR FRANCHISE RELATIONSHIP WITH US, INCLUDING BUT NOT LIMITED TO, ANY AND EVERY ASPECT OF THE PROCESS OF ENTERING INTO SUCH RELATIONSHIP, THIS AGREEMENT, ANY GUARANTY OR OTHER COLLATERAL AGREEMENTS WITH US OR OUR AFFILIATES, OUR PERFORMANCE IN CONNECTION WITH THE FRANCHISE RELATIONSHIP, ANY TERMINATION, RESCISSION, CANCELLATION OR NONRENEWAL OF THE FRANCHISE RELATIONSHIP, AND CONDUCT POST-TERMINATION OR POST-EXPIRATION OF THIS AGREEMENT, YOU AND WE AGREE THAT IN THE EVENT THAT SUCH ACTION IS RESOLVED THROUGH A COURT PROCEEDING, SUCH ACTION WILL BE TRIED TO A COURT WITHOUT A JURY.**

21.11 Injunctive Relief. If you violate any of the covenants described above, we are entitled to preliminary and permanent injunctive relief, without the requirement that we post a bond, and all monies and other consideration you received as a result of any violations of the covenants, as well as all other damages.

21.12 Cumulative Remedies. The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

21.13 Costs and Attorneys' Fees. If a claim for amounts owed by you to us or any of our Affiliates is asserted in any legal proceeding or if either you or we are required to enforce this Agreement in a judicial proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement and including appeals.

21.14 Binding Effect. This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators.

21.15 Entire Agreement. This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this

Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. Nothing in this Agreement or any related agreement is intended to disclaim the representations made in our Franchise Disclosure Document, its exhibits and amendments.

21.16 No Liability to Others; No Other Beneficiaries. We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any Person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement with respect to our Affiliates or Approved Suppliers, no other party has any rights because of this Agreement.

21.17 Construction. The headings of the sections are for convenience only. If two or more Persons are at any time franchise owners hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original.

21.18 Time is of the Essence. Time is of the essence in this Agreement. It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.

21.19 Counterparts and Electronic Signature**.** A counterpart of this Agreement and any Exhibit hereto signed by one party to this Agreement and sent electronically via PDF or Docusign format (i) shall have the same effect as an original signed counterpart of this, and (ii) shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Agreement.

22. NOTICES AND PAYMENTS.

All notices permitted or required under this Agreement or by the Manuals must be in writing and will be deemed delivered:

(a) at the time delivered by hand;

(b) 1 business day after being placed in the hands of a nationally recognized commercial airborne courier service for next business day delivery; or

(c) 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

All such notices must be addressed to the parties as follows:

If to Us: TA FRANCHISE SYSTEMS LLC
24601 Center Ridge Road
Westlake, Ohio 44145-5634
Attention: Vice President, Franchise Operations

with a required copy to: TA FRANCHISE SYSTEMS LLC
Two Newton Place
255 Washington Street
Newton, Massachusetts 02458-2094
Attention: General Counsel

If to You: ________________________________
____
____
Attention: ______________________

Either you or we may change the address for delivery of all notices and reports by notice given in the manner set forth above. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 1 day prior to such date) will be deemed delinquent.

[SIGNATURES ON FOLLOWING PAGE]

Intending to be bound, you and we sign and deliver this Agreement in two (2) counterparts on the Agreement Date.

"US":	**"YOU":**
TA FRANCHISE SYSTEMS LLC	
	______________________________
	[Business Entity Name]
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

EXHIBIT "A" TO FRANCHISE AGREEMENT

OWNERS' STATEMENT

This form must be completed by the Franchisee ("**I**," "**me**," or "**my**") if I have multiple owners or if I, or my franchised business, is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise Agreement to me.

1. **Form of Owner**. I am a (check one):

(a)	General Partnership	___________________
(b)	Corporation	___________________
(c)	Limited Partnership	___________________
(d)	Limited Liability Company	___________________
(e)	Other	___________________
	Specify: _________________	___________________

I was formed under the laws of ___________.
(state)

2. **Business Entity**. I was incorporated or formed on _________, _____________, under the laws of the State of _____________. I have not conducted business under any name other than my corporate, limited liability company or partnership name and _____________. The following is a list of all Persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	Position(s) Held
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

3. **Principal Owners**. Listed below are the full names and mailing addresses of each Person who is a Principal Owner of You, and a description of the nature of such Principal Owner's direct or indirect equity interest in You:

Name:________________________________ Address:______________________________ _____________________________________	Number of Shares Owned in You: __________ and % of Total Shares in You: __________ or % of Equity Interest in You: __________ or Other Ownership Interest in You: __________

Name:______________________________ Address:____________________________ __________________________________	Number of Shares Owned in You: _________ and % of Total Shares in You: _________ or % of Equity Interest in You: _________ or Other Ownership Interest in You: _________
Name:______________________________ Address:____________________________ __________________________________	Number of Shares Owned in You: _________ and % of Total Shares in You: _________ or % of Equity Interest in You: _________ or Other Ownership Interest in You: _________
Name:______________________________ Address:____________________________ __________________________________	Number of Shares Owned in You: _________ and % of Total Shares in You: _________ or % of Equity Interest in You: _________ or Other Ownership Interest in You: _________

4. **Other Owners.** Listed below are the full names and mailing address of each Person, other than the Principal Owners, who directly or indirectly owns an equity interest in You and a description of the nature of the interest (attach additional sheet if required):

Name:______________________________ Address:____________________________ __________________________________	Number of Shares Owned in You: _________ and % of Total Shares in You: _________ or % of Equity Interest in You: _________ or Other Ownership Interest in You: _________
Name:______________________________ Address:____________________________ __________________________________	Number of Shares Owned in You: _________ and % of Total Shares in You: _________ or % of Equity Interest in You: _________ or Other Ownership Interest in You: _________

Name:________________________________ Address:______________________________ ______________________________________	Number of Shares Owned in You: __________ and % of Total Shares in You: __________ or % of Equity Interest in You: __________ or Other Ownership Interest in You: __________
Name:________________________________ Address:______________________________ ______________________________________	Number of Shares Owned in You: __________ and % of Total Shares in You: __________ or % of Equity Interest in You: __________ or Other Ownership Interest in You: __________

5. **Governing Documents**. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of your Business Entity (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

6. **Managing Owner**. Your initial Managing Owner is _______________________________________.

This Statement of Owners is current and complete as of _____________.

OWNER

INDIVIDUALS:

____
Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

BUSINESS ENTITY:

____
[Name]

By: ________________________________
Name: ______________________________
Title: ______________________________

EXHIBIT "B" TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF YOUR OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF YOUR OBLIGATIONS is given on ________________ by the undersigned and intended to be effective as of the Date of the Franchise Agreement.

You: ____
(NAME)

Date of Franchise Agreement: ________________________

For purposes of this Agreement, "we", "us" or "our" means TA Franchise Systems, LLC, our successors and assigns; "you" or "your" means the Franchisee named above, and any or all of its Principal Owners.

In consideration of, and as an inducement to, the execution of the above-referenced Franchise Agreement (the "Agreement") by us, each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to us, and our successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that he or she will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities (the "Guaranty").

Each Guarantor waives:

1. acceptance and notice of acceptance by us of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right to require that an action be brought against you or any other Person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which we may have against you arising from execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses which may be available.

Each Guarantor consents and agrees that:

(A) his or her direct and immediate liability under this Guaranty will be joint and several not only with you, but also among the Guarantors; and

(B) any payment or performance required under the Agreement will be rendered upon demand if you fail or refuse punctually to do so; and

(C) such liability will not be contingent or conditioned upon pursuit by us of any remedies against you or any other Person; and

(D) such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which we may from time to time grant to you or to any other Person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this guaranty, which will be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by you to us under the Agreement; and

(E) your written acknowledgment, accepted in writing by us, or the judgment of any court of competent jurisdiction establishing the amount due from you will be conclusive and binding on the undersigned as a Guarantor.

If we are required to enforce this guaranty in a judicial proceeding, and prevail in such proceeding, we will be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantor will reimburse us for any of the above-listed costs and expenses incurred by it.

Each undersigned Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

________________________________ Spouse: ____________________________

________________________________ Spouse: ____________________________

________________________________ Spouse: ____________________________

________________________________ Spouse: ____________________________

________________________________ Spouse: ____________________________

________________________________ Spouse: ____________________________

EXHIBIT "C" TO THE FRANCHISE AGREEMENT

DATED ________________
WITH

____
(Name of Franchise Owner)

A. **Your Protected Area:**

□ None: or the area described as follows: ___________________________________
____
____

□ Check if map is attached. In the case of any discrepancy between the map and written description, the written description will control.

Map:

_____ Your initials _____ Our Initials

B. **Your Site:**

Address: ____

Legal Description:

Survey/Parcel Map:

_____ Your initials _____ Our Initials

C. **Minimum Development or Remodel Requirements**

- __________________ acres
- __________________ paved truck parking spaces
- __________________ square feet building
- __________________ diesel lanes all with DEF
- __________________ gasoline MPDs
- __________________ paved car parking spaces
- __________________ QSRs or Restaurants
- __________________ Showers
- __________________ Signs
- _____________ Bay Shop
- Other: ____

_____ Your initials _____ Our Initials

EXHIBIT "D" TO THE FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is made, entered into and effective as of the effective date of the Lease (as defined hereinbelow), by, between and among **TA FRANCHISE SYSTEMS LLC**, with its principal business address located at 24601 Center Ridge Road, Westlake, Ohio 44145-5634 (the "**Franchisor**"), and ______________________ whose current principal place of business is ________________________________ (the "**Franchisee**"), and ________________________________, whose current principal place of business is _________________________ (the "**Lessor**").

BACKGROUND INFORMATION

The Franchisor entered into that certain Franchise Agreement (the "**Franchise Agreement**") dated as of ___________________, 202__ with the Franchisee, pursuant to which the Franchisee plans to own and operate a TA Center (the "**TA Center**") located at _________________________ (the "**Site**"). In addition, pursuant to that certain Lease Agreement (the "**Lease**"), the Franchisee has leased or will lease certain land on which the TA Center is or will be located from Lessor. The Franchise Agreement requires the Franchisee to deliver this Assignment to the Franchisor as a condition to the grant of a franchise.

OPERATIVE TERMS

The Franchisor, Franchisee, and Lessor agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information.

2. **Incorporation of Terms**: Terms not otherwise defined in this Assignment have the meanings ascribed to such terms in the Lease.

3. **Indemnification of Franchisor**: The Franchisee agrees to indemnify and hold the Franchisor and its Affiliates, stockholders, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, the Franchisee's breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

4. **Conditional Assignment**: The Franchisee hereby grants to the Franchisor a security interest in and to the Lease, all of the furniture, fixtures, inventory and supplies located in the Site and the franchise relating to the TA Center, and all of the Franchisee's rights, title and interest in and to the Lease as collateral for the payment of any obligation, liability or other amount owed by the Franchisee or its Affiliates to the Lessor arising under the Lease and for any

default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by the Franchisee under the terms of the Lease or the Franchise Agreement, or, in the event the Franchisor makes any payment to the Lessor as a result of the Franchisee's breach of the Lease, then such payment by the Franchisor, or such breach or default under the Lease by the Franchisee, shall at Franchisor's option be deemed to be an immediate default under the Franchise Agreement, and the Franchisor shall be entitled to the possession of the Site and to all of the rights, title and interest of the Franchisee in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any other rights or remedies of the Franchisor under any other Agreements or under other applicable laws or equities. This Assignment shall constitute a lien on the interest of the Franchisee in and to the Lease until satisfaction in full of all amounts owed by the Franchisee to the Franchisor. In addition, the rights of the Franchisor to assume all obligations under the Lease provided in this Assignment are totally optional on the part of the Franchisor, to be exercised in its sole discretion. Franchisee agrees to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by Franchisor to perfect or document the interests and assignments granted herein.

5. **No Subordination**: The Franchisee shall not permit the Lease to become subordinate to any lien without first obtaining Franchisor's written consent, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease or state law, liens securing bank financing for the operations of Franchisee on the Site and the agreements and other instruments referenced herein. The Franchisee will not terminate, modify or amend any of the provisions or terms of the Lease without the prior written consent of the Franchisor. Any attempt at termination, modification or amendment of any of the terms without such written consent is null and void.

6. **Exercise of Remedies**: In any case of default by the Franchisee under the terms of the Lease or under the Franchise Agreement, the Franchisor shall be entitled to exercise any one or more of the following remedies in its sole discretion:

(a) to take possession of the Site, or any part thereof, personally, or by its agents or attorneys;

(b) to, in its discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;

(c) to exclude the Franchisee, its agents or employees from the Site;

(d) as attorney-in-fact for the Franchisee, or in its own name, and under the powers herein granted, to hold, operate, manage and control the TA Center and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to the Franchisor to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

(e) to cancel or terminate any unauthorized agreements or subleases entered into by the Franchisee, for any cause or ground which would entitle the Franchisor to cancel the same;

(f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site or the Site that may seem judicious, in the sole discretion of the Franchisor; and

(g) to insure and reinsure the same for all risks incidental to the Franchisor's possession, operation and management thereof; and/or

(h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of the Franchisee's rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of the Franchisee's default under the Lease.

7. **Power of Attorney**: The Franchisee does hereby appoint irrevocably the Franchisor as its true and lawful attorney-in-fact in its name and stead and hereby authorizes it, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any Person, firm or corporation upon such terms and conditions in its discretion as it may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as the Franchisor would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon the Franchisor pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

8. **Election of Remedies**: It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to the Franchisor and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the Franchisor and the Franchisee, but are deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to the Franchisor, all of which remedies are enforceable concurrently or successively. No exercise by the Franchisor or any of the rights hereunder will cure, waiver or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by the Franchisor will be construed as a waiver of any of its rights and remedies and no waiver by the Franchisor of any such rights and remedies shall be construed as a waiver by the Franchisor of any future rights and remedies.

9. **Binding Agreements**: This Assignment and all provisions hereof shall be binding upon the Franchisor and the Franchisee, their successors, assigns and legal representatives and all other Persons or entities claiming under them or through them, or either of them, and the words "Franchisor" and "Franchisee" when used herein shall include all such Persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

10. **Assignment to Control**. This Assignment governs and controls over any conflicting provisions in the Lease.

11. **Attorney's Fees, Etc**. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing Party.

12. **Amendment to Lease.** The Lease is hereby amended to add the following provisions (collectively, the "**Amended Provisions**")

(a) Lessor acknowledges that Tenant is a party to that certain Franchise Agreement (the "Franchise Agreement") with TA Franchise Systems LLC ("Franchisor"). Lessor further acknowledges that it, Tenant, and Franchisor are parties to a Conditional Assignment and Assumption of and Amendment to Lease (the "Assignment"). In the case of any conflict between the Lease Agreement and the Assignment, the Assignment will control.

(b) Upon Franchisor's reasonable request, Lessor shall provide Franchisor with all revenue information and other information it may have related to the operation of the TA Center.

(c) Lessor shall contemporaneously provide Franchisor with copies of any written notice of default under the Lease. Franchisor shall have the right (but not the obligation) to cure any default under the Lease within 15 days after any cure period granted to Tenant under the Lease.

(d) In the event of Tenant's default of the Lease or the Franchise Agreement, and upon written notice from Franchisor (the "Assignment Notice") the Lease will, at Franchisor's option, be assigned to Franchisor, Franchisor will become the lessee, Franchisor will be liable for all obligations under the Lease accruing once Franchisor takes possession, Tenant will promptly cooperate in vacating the premises and the Lessor will recognize Franchisor as the lessee as of the date of the Assignment Notice.

(e) Tenant is authorized to display Franchisor's designated marks at the Premises in accordance with the specifications required in Franchisor's manuals, subject only to the provisions of applicable law.

(f) Tenant's right to use the Premises is limited to the operation of a TA Center.

(g) No lender or other third party shall disturb Tenant's possession of the TA Center (or any aspect of it) so long as the lease term continues and Tenant is not in default, beyond any and all applicable notice and cure periods, under the Lease Agreement.

(h) The Lease Agreement or a memorandum of lease may be recorded by Franchisor.

(i) Notwithstanding anything to the contrary in the Lease Agreement, Franchisor shall be entitled to access the Site and exercise all inspection rights granted to it under the Franchise Agreement, without prior notice to or consent from Lessor.

(j) The Lease Agreement is subordinate to the terms of the Franchise Agreement and the Assignment. The Lease Agreement may not be modified without the written consent of Franchisor, which consent may be withheld or granted in Franchisor's sole discretion.

13. **Severability**. If any of the provisions of this Assignment or any section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written.

THE "FRANCHISEE":

[________________________________]

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

THE "FRANCHISOR":

TA FRANCHISE SYSTEMS LLC

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

THE "LESSOR":

[________________________________]

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

EXHIBIT "E" TO THE FRANCHISE AGREEMENT

After recording, return to:
David G. Gunther, Esquire
Hyland Levin Shapiro LLP
6000 Sagemore Drive, Suite 6301
Marlton, NJ 08053

MEMORANDUM OF RIGHT OF FIRST REFUSAL AND RIGHT TO BUY

THIS MEMORANDUM (this **"Memorandum"**) is made on ___________________, between ____________________________ (the "Owner"), and TA FRANCHISE SYSTEMS LLC (the "Holder").

PROPERTY:	See Exhibit A attached hereto and made a part hereof and known as _________________.
HOLDERS' RIGHTS:	Under the terms of that certain Franchise Agreement, as amended (the "Franchise Agreement"), Holder was granted a right of first refusal to purchase certain assets, including the Property pursuant to Section 16.8 of the Franchise Agreement and a right to purchase certain assets, including the Property pursuant to Section 19.5 of the Franchise Agreement.
FRANCHISE AGREEMENT DATE:	______________
TERM OF FRANCHISE AGREEMENT:	Ten (10) years plus two (2) five (5) year renewal options.

All of the terms and conditions of the Franchise Agreement are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the terms of the Franchise Agreement, the terms of the Franchise Agreement shall prevail. Nothing contained herein is intended to modify or alter the terms, conditions or provisions of the Franchise Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Holder have duly executed this Memorandum as of the date first above written.

OWNER:

[________________________________]

By: ______________________________
Name:
Title:

OPTION HOLDER:

TA FRANCHISE SYSTEMS LLC

By:______________________________________
Name:__________________________________
Title:___________________________________

STATE OF ________________________ :
: ss
COUNTY OF______________________ :

I CERTIFY that on ________________, 202__, _____________ personally came before me and acknowledged to my satisfaction, that:

(a) This person as __________________ of _________________ signed and delivered the within instrument on behalf this entity, with the authority to do so; and

(b) This person acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed of ______________________, for the purposes therein expressed, and received a true and correct copy of this instrument and of all other documents referred to herein.

____
Name:

Notary Public of the State of ___________________

My commission expires:______________________

STATE OF ________________________ :
: ss
COUNTY OF______________________ :

I CERTIFY that on ________________, 202__, _____________ personally came before me and acknowledged to my satisfaction, that:

(a) This person as ___________________ of __________________________ signed and delivered the within instrument on behalf this entity, with the authority to do so; and

(b) This person acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed of ________________________, for the purposes therein expressed, and received a true and correct copy of this instrument and of all other documents referred to herein.

____
Name:

Notary Public of the State of ___________________

My commission expires:_______________________

STATE OF ______________________ :
: ss
COUNTY OF______________________ :

I CERTIFY that on ____________, 202__, ____________________ personally came before me and acknowledged to my satisfaction, that:

(a) This person an authorized agent for TA Franchise Systems LLC signed and delivered the within instrument on behalf of TA Franchise Systems LLC with the authority to do so; and

(b) This person acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed of TA Franchise Systems LLC, for the purposes therein expressed, and received a true and correct copy of this instrument and of all other documents referred to herein.

____
Name:

Notary Public of the Commonwealth of Massachusetts

My commission expires:______________________

EXHIBIT A

to

Memorandum of Right of First Refusal

Legal Description

EXHIBIT "F" TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made and entered into on ____________, by and among TA FRANCHISE SYSTEMS LLC ("Franchisor"), __________________________ (the "Franchisee"), and the undersigned Franchisee Parties (the "Franchisee Parties"). For purposes of this Agreement only, Franchisee and the Franchisee Parties shall be referred to herein, collectively as "Franchisee."

W I T N E S S E T H

WHEREAS, Franchisor and Franchisee are parties to that certain Franchise Agreement, dated as of the date hereof (the "Franchise Agreement"), pursuant to which, among other things, Franchisor has granted to Franchisee the right to operate a TA Center (as defined in the Franchise Agreement);

WHEREAS, in connection with the operation of the Franchised Business, Franchisee will receive certain Confidential Information (as defined in the Franchise Agreement);

WHEREAS, the parties desire to preserve, maintain and protect the confidential nature of such information;

NOW, THEREFORE, in consideration of the premises above, and the mutual covenants and agreements set forth herein and in the Franchise Agreement, and other good and valuable consideration, the parties hereto agree as follows:

1. Franchisee covenants and agrees for and on behalf of itself and each of its officers, directors, shareholders, employees and agents ("Representatives"), that it shall at all times hold, treat and maintain as secret and confidential (unless disclosure is requested by Franchisor or is required pursuant to court order, subpoena in governmental proceeding, arbitration or other requirement of law) all Confidential Information (as defined in the Franchise Agreement). In the event Franchisee is legally compelled to disclose any of the Confidential Information, it is agreed that Franchisee will provide Franchisor with prompt written notice of such request so that Franchisor may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Franchisor waives compliance with the provisions of this Agreement, Franchisee agrees that it will furnish only that portion of the Confidential Information and other information which, in the written opinion of its counsel, it is compelled to disclose or else stand liable for contempt or suffer other censure or penalty, and Franchisee will exercise its best efforts to obtain

reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information and other information which is being disclosed.

2. Franchisee covenants and agrees to disclose Confidential Information only to those Representatives who need to know such information for the purpose of operating the Franchised Business, and who (a) are advised by Franchisee of this Agreement and its terms, and (b) agree to be bound by the provisions hereof. Franchisee further covenants and agrees who to make all reasonable, necessary and appropriate efforts to protect and safeguard the Confidential Information from disclosure to anyone other than as permitted hereby. In furtherance of such efforts, Franchisee agrees that it will not, without the prior written consent of Franchisor, duplicate or distribute the Confidential Information to anyone other than as permitted hereby.

3. Franchisee shall be responsible for maintaining the secrecy and confidentiality of the Confidential Information and will be responsible in this regard for the actions and activities of all of its Representatives who receive any Confidential Information; and, Franchisee shall indemnify and hold harmless Franchisor from all damages and expense (including attorneys' fees) which Franchisor may sustain as a result of any unauthorized disclosure of Confidential Information by Franchisee or any of its Representatives.

4. Franchisee covenants and agrees that it shall, in accordance with the terms and provisions of the Franchise Agreement, return to Franchisor all Confidential Information, including all copies, extracts or other reproductions of such Confidential Information, and destroy all written material, memoranda, reports, notes and other writings or recordings whatsoever which were prepared by it or its Representatives based upon or in connection with its or their review, in whole or in part, of such Confidential Information.

5. This Agreement may not be assigned by operation of law or otherwise by Franchisee without the prior written consent of Franchisor. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. The rights and privileges of Franchisor hereunder shall inure to the benefit of the subsidiaries and affiliates of Franchisor, without assignment or other action, and such subsidiaries and affiliates are hereby acknowledged to be third party beneficiaries hereunder.

6. Franchisee recognizes and agrees that Franchisee's failure or refusal to maintain the confidentiality of the Confidential Information in accordance herewith will inflict irreparable harm upon Franchisor for which there will likely not be any adequate remedy at law, and that Franchisor shall have the right to seek the remedies of injunctive relief therefor.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard for or to the choice of law provisions thereof.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each party hereto, by and through its duly authorized executive officer, has executed this Agreement as of the day and year first written above.

TA FRANCHISE SYSTEMS LLC

By: ________________________________
Name: ________________________
Its: ________________________

[FRANCHISEE]

By: ________________________________
Name: ________________________
Its: ________________________

____

____

____

____

(together, the "Franchisee Parties")

EXHIBIT "G" TO THE FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA

STATE OF ILLINOIS

FRANCHISE AGREEMENT

ADDENDUM

This Addendum to Franchise Agreement is entered into by and between **TA FRANCHISE SYSTEMS LLC** and the undersigned as "Franchisee" to amend said Franchise Agreement as required by the State of Illinois as follows:

1) Illinois law governs the Franchise Agreement(s).

2) In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3) Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4) In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum to Franchise Agreement and agrees to be bound by all of its terms and conditions, the parties agree this Addendum shall become effective on the _____ day of __________________, 20___.

TA FRANCHISE SYSTEMS LLC

By:____

Name:

Title

FRANCHISEE

By:____

Name

Title:

STATE OF MARYLAND

FRANCHISE AGREEMENT

ADDENDUM

This Addendum to Franchise Agreement (this "Addendum") is executed effective as of the __ day of _____________ 202__, by and between TA FRANCHISE SYSTEMS LLC, a Delaware limited liability company having its principal place of business at 24601 Center Ridge Road, Westlake, Ohio 44145 ("Franchisor") and _________________________, with its principal business address at _______________________________________ ("Franchisee").

WITNESSETH

WHEREAS, Franchisor and Franchisee have executed a Franchise Agreement of even date herewith (the "Franchise Agreement"); and

WHEREAS, the parties desire to supplement, amend and modify certain terms and provisions of the Franchise Agreement in accordance with the terms of this Addendum;

NOW, THEREFORE, in consideration of the foregoing and in for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Franchise Agreement.

2. Any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Franchisee may file a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Section 21.6 of the Franchise Agreement is hereby amended by the addition of the following language

   "Notwithstanding anything herein to the contrary, any and all claims and actions arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise."

5. All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Based upon based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all

initial fees and payments owed by the Franchisee shall be deferred until the Franchisor completes its pre-opening obligations under the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum to Franchise Agreement and agrees to be bound by all of its terms and conditions, the parties agree this Addendum shall become effective on the _____ day of _________________, 202___.

TA FRANCHISE SYSTEMS LLC

By:_______________________________________

Name:

Title

FRANCHISEE

By:_______________________________________

Name

Title:

STATE OF MINNESOTA

FRANCHISE AGREEMENT

ADDENDUM

This Addendum to Franchise Agreement is entered into by and between **TA FRANCHISE SYSTEMS LLC ("TA")** and the undersigned as "Franchisee".

Pursuant to the requirements of the Minnesota Franchise Disclosure Laws, Chapter 80C.01 to 80C.22, the **Franchise Agreement** (the "Agreement") is amended as follows:

1. Section 10.3 of the Franchise Agreement, is hereby supplemented by the addition of the following language thereto:

> "The State of Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Therefore, in accordance with Minnesota Stat. §80C.12, Subd. 1(g), TA will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minnesota law. Franchisor does not indemnify against the consequences of Franchisee's use of the trademarks except in accordance with the requirements of the Franchise Agreement."

2. Sections 18.2 and 18.3 of the Franchise Agreement are hereby amended by the addition of the following language to the original language that appears therein:

> "Minnesota Law provides franchisees with certain Termination and non-renewal rights. Minnesota Stat. §80C.14, Subd. 3, 4, and 5 require, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice for non-renewal of the Franchise Agreement."

5. Sections 16.3(h) and 17.3 of the Franchise Agreement are hereby amended by the addition of the following language to the original language that appears therein:

> "Minnesota Rule 2860.4400D prohibits TA from requiring you to assent to a general release. In addition, to the extent required by applicable Minnesota law, no provision which is inconsistent with the Minnesota law, shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, 1984, Chapter 80C, including your rights to submit matters to the jurisdiction of the courts of Minnesota."

6. Section 21.6 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears:

“No action may be commenced pursuant to Minnesota Stat. §80C.17 more than three years after the cause of action accrues.”

7. Sections 21.7, 21.8, and 21.9 of the Franchise Agreement are hereby amended by the addition of the following language to the original language that appears therein:

"Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J prohibit TA from requiring litigation to be conducted outside Minnesota. In addition, nothing in the agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

8. Section 21.11 of the Franchise Amendment is hereby amended by the addition of the following language to the original language that appears:

“Under Minnesota law, you cannot consent to TA obtaining injunctive relief, although TA may seek such relief. A court will determine if a bond is required.”

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and agrees to be bound by all of its terms and conditions, the parties agree this Addendum shall become effective on the ____ day of _____________________, 202___.

TA FRANCHISE SYSTEMS LLC

By:_______________________________________
Name:
Title

FRANCHISEE

By:_______________________________________
Name
Title:

STATE OF NORTH DAKOTA

FRANCHISE AGREEMENT

ADDENDUM

This Addendum to Franchise Agreement is entered into by TA FRANCHISE SYSTEMS LLC **("TA")** and the undersigned as "Franchisee" to amend the **Franchise Agreement** (the "Agreement") as required by the State of North Dakota to include the following:

1. Section 17.3 of the Franchise Agreement is hereby amended by deleting the following sentence: "You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, Affiliates, successors and assigns." Section 17.3 is further amended by deleting the phrase "and releases" from the final sentence.

2. Section 19.4 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

   "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

3. Section 21.5 of the Franchise Agreement is hereby deleted in its entirety.

4. Section 21.6 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

   "Notwithstanding anything herein to the contrary, the statute of limitation under the laws of the State of North Dakota will apply."

5. Section 21.7 of the Franchise Agreement is hereby amended by adding the following sentence:

   "Pursuant to the North Dakota Franchise Investment Law, any provisions requiring franchisees to consent to the application of laws of a state other than North Dakota are void."

6. Section 21.9 of the Franchise Agreement is hereby amended by adding the following sentence:

   "Pursuant to the North Dakota Franchise Investment Law, any provisions requiring franchisees to consent to the jurisdiction of courts outside of North Dakota are void."

7. Section 21.10 of the Franchise Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and agrees to be bound by all of its terms and conditions, the parties agree this Addendum shall become effective on the ____ day of ____________________, 202___.

TA FRANCHISE SYSTEMS LLC

By:____
Name:
Title

FRANCHISEE

By:____
Name
Title:

STATE OF WASHINGTON

FRANCHISE AGREEMENT

ADDENDUM

This Addendum to Franchise Agreement (this “Addendum”) is executed effective as of the __ day of _____________ 202__, by and between TA FRANCHISE SYSTEMS LLC, a Delaware limited liability company having its principal place of business at 24601 Center Ridge Road, Westlake, Ohio 44145 (“Franchisor”) and ________________________, with its principal business address at _____________________________________ (“Franchisee”).

WITNESSETH

WHEREAS, Franchisor and Franchisee have executed a Franchise Agreement of even date herewith (the “Franchise Agreement”); and

WHEREAS, the parties desire to supplement, amend and modify certain terms and provisions of the Franchise Agreement in accordance with the terms of this Addendum, in compliance with the Washington Franchise Investment Protection Act, RCW §§ 19.100.010 to 19.100.940 and the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”).

NOW, THEREFORE, in consideration of the foregoing and in for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Franchise Agreement.

2. The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in Franchisee’s relationship with Franchisor including the areas of termination and renewal of the Franchise Agreement. There may also be court decisions which may supersede the Franchise Agreement in your relationship with Franchisor including in the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, Franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. In the event of a conflict of laws, the provisions of the Franchise Act, Chapter 19.100 RCW, shall prevail.

5. A release or waiver of rights executed by Franchisee shall not include rights under the Washington Franchise Investment Protection Act, or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Franchise Act, rights or remedies under the Franchise Act such as a right to a jury trial may not be enforceable.

6. Transfer fees are collectable to the extent that they reflect Franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of Franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of Franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

8. RCW 49.62.060 prohibits Franchisor from restricting, restraining, or prohibiting Franchisee from (i) soliciting or hiring any employee of Franchisee of the same franchisor or (ii) soliciting or hiring any employee of Franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____________________, 202___.

TA FRANCHISE SYSTEMS LLC

By:____
Name:
Title

FRANCHISEE

By:____
Name:
Title:

TA FRANCHISE SYSTEMS LLC

RELEASE

EXHIBIT F TO THE DISCLOSURE DOCUMENT

GENERAL RELEASE

In exchange for _________________________, which the parties hereto acknowledge as adequate consideration, _____________________________ ("you") hereby grant to TA Franchise Systems LLC ("we" or "us"), the following general release:

You, for yourself and your affiliates, and their respective current and former successors, assigns, officers, shareholders, directors, members, managers, agents, employees, heirs and personal representatives ("Franchisee Affiliates"), hereby fully and forever unconditionally release and discharge us and each of our affiliates, and their respective successors, assigns, agents, representatives, employees, officers, shareholders, directors, members, managers and insurers (collectively referred to as "Franchisor Affiliates") from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever ("Released Claims"), in law or in equity, whether known or unknown, which you or the Franchisee Affiliates may now have against us or Franchisor Affiliates or which may hereafter be discovered. Without limiting the foregoing, Released Claims include, but are not limited to, all claims, demands, obligations, actions, liabilities and damages, known or unknown, in any way arising from or relating to: (i) any relationship or transaction with us or Franchisor Affiliates, (ii) that certain Franchise Agreement, dated __________________, or any related agreements, and (iii) the franchise relationship, from the beginning of time until the date of the effective date of this Addendum.

You represent that you have not assigned, subrogated, pledged or transferred to any person or entity any of the claims, demands, or causes of action released herein.

You acknowledge that you have had the opportunity to review this General Release with independent counsel before executing it, and hereby execute it freely, voluntarily, and with the intention of being legally bound.

EXECUTED THIS _____________ DAY OF ____________, 202__.

____
[FRANCHISEE]

TA FRANCHISE SYSTEMS LLC

SUBORDINATION AGREEMENT

EXHIBIT G TO THE DISCLOSURE DOCUMENT

SUBORDINATION AGREEMENT

This Subordination Agreement is made this ____ day of ____________, 202_, by and among TA FRANCHISE SYSTEMS LLC, a Delaware limited liability company ("**Franchisor**"), [Lender], a ______________________________ ("**Lender**"), and [Franchisee], a _____________________ ("**Franchisee**").

BACKGROUND

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement dated ______________, 202_ (the "**Franchise Agreement**");

WHEREAS, pursuant to the Franchise Agreement, Franchisor possesses a right of first refusal under Section 16.8 and a right to purchase under Section 19.5 with respect to (collectively, the "**Franchisor Purchase Right**") the property known as [insert property description] owned by Franchisee, known as a [TA Center / TA Express Center] and more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**") and a security interest (the "**Franchisor Security Interest"**) in the operating assets of the [TA Center / TA Express Center] (the "**Collateral"**);

WHEREAS, Franchisee has obtained or seeks to obtain from Lender a loan (the "**Loan**") secured by a first lien mortgage upon the Property (the "**Lender Mortgage**") and a security interest in the Collateral (the "**Lender Security Interest**");

WHEREAS, Lender and Franchisee have entered into a ________________ Agreement and related ancillary documents, all dated _____________, 202__ (collectively, the "**Loan Documents**") pursuant to which Lender has agreed to make the Loan;

WHEREAS, Franchisor is willing to subordinate its security interest in the Collateral pursuant to the terms of this Agreement; and

NOW THEREFORE, in consideration of the foregoing and the undertakings of each party to the other described in this Agreement, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. In the event a Franchisor Purchase Right is exercised by Franchisor as provided in the Franchise Agreement, Franchisor hereby agrees to pay any purchase price due in connection with such exercise (the "**Purchase Price**") directly to the following account:

[Insert Lender's information, including wire instructions]

____

This payment direction may not be rescinded or altered, except by a written direction signed by Lender. Notwithstanding anything in the Franchise Agreement to the contrary, Franchisee hereby consents to the payment direction set forth in this Section 1 for so long as the Loan or any portion or obligation thereunder remains outstanding. Franchisee shall, and hereby does, indemnify and hold Franchisor harmless from and against any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and/or expenses (including but not limited to attorneys' fees) incurred by Franchisor and in any way connected with Franchisor's complying with the terms of this Section 1. For so long as the Loan or any portion or obligation thereunder remains outstanding, Franchisee hereby absolutely and unconditionally assigns all its right, title and interest in the Purchase Price paid by the Franchisor pursuant to the Franchise Agreement, if any, to the Lender.

2. Franchisor hereby subordinates the Franchisor Security Interest in the Collateral in all respects to Lender and agrees to place a legend to such effect on any financing statements filed by Franchisor to evidence the Franchisor Security Interest. Lender hereby agrees that Lender's rights under the Loan Documents and Lender's enforcement of its rights under the Lender Mortgage with respect to the Property and any improvements and fixtures located thereon shall be subordinate to the Franchisor Purchase Right, which shall continue in effect notwithstanding the enforcement of remedies by Lender under the Lender Mortgage until such time as the Property is sold to a third-party (and shall specifically survive foreclosure by Lender or its successor or assign) and Franchisor has an opportunity to exercise its Purchase Right with respect to such sale.

3. Prior to Lender commencing any remedy under the Loan Documents, Lender shall provide to Franchisor written notice of the default which would permit the Lender to commence such remedy, whether or not Lender is obligated to give notice thereof to Franchisee (each, a "**Loan Default Notice**") and shall permit Franchisor an opportunity, to be exercised in Franchisor's sole discretion, to cure such default in accordance with the provisions of this Section 3. If the default is: (a) a payment default, or (b) any other monetary default, Franchisor shall have until seven (7) calendar days after the later of: (i) the receipt by Franchisor of the Loan Default Notice, and (ii) the expiration of Franchisee's cure provision, if any, (in either event, an "**Extended Monetary Cure Period**") to cure such monetary default. In the event Franchisor elects to cure any such monetary default: (x) Franchisee shall defend and hold harmless Lender for all costs, expenses, losses, liabilities, obligations, damages, penalties, costs, and disbursements imposed on or incurred by or asserted against Lender due to or arising from such Extended Monetary Cure Period, and (y) Franchisee shall pay all default interest and late charges applicable to such monetary default. If the default is of a non-monetary nature, Franchisor shall have the same period of time as the Franchisee has under the Loan Documents to cure such non-monetary default plus an additional fifteen (15) calendar days (an "**Extended**

Non-Monetary Cure Period"). Franchisee shall defend and hold harmless Lender for all costs, expenses, losses, liabilities, obligations, damages, penalties, costs, and disbursements imposed on or incurred by or asserted against Lender due to or arising from such Extended Non-Monetary Cure Period. If the default is of a nature that is not susceptible of cure (e.g., a bankruptcy of the Franchisee) as determined by Lender in good faith, Franchisor shall have no cure rights hereunder (although Lender shall still be required to provide the written notice required by this Section 3). Notwithstanding anything to the contrary contained in this Agreement (but subject to the terms of the last sentence of this Section 3), Franchisor shall have no further rights to cure any default under this Section 3 if Franchisor has previously exercised such cure rights with respect to any two (2) consecutive defaults or four (4) separate defaults in total during the term of the Loan. For the avoidance of doubt, if multiple defaults exist simultaneously and are cured simultaneously by Franchisor, such circumstance shall be considered a single cure for purposes of the previous sentence. Notwithstanding anything to the contrary contained herein, any Extended Monetary Cure Period or Extended Non-Monetary Cure Period shall automatically terminate if Franchisee declares bankruptcy, or an insolvency or general assignment for the benefit of creditors of Franchisee has occurred.

4. Franchisor and Franchisee hereby agree that Lender may apply all of the Purchase Price to payment in full of all sums due to Lender by Franchisee under the Loan in such order and priority as is provided in the Loan Documents. Upon payment of the Purchase Price by Franchisor, Lender shall take such actions and file such documents as are necessary to remove any liens, deeds of trust, or mortgages on the Property or Collateral in connection with the Loan Documents, including but not limited to UCC-3 termination statements and discharges of mortgages. In the event the Purchase Price exceeds the total outstanding indebtedness (principal, interest and any other monetary obligations) under the Loan Documents, Lender shall promptly remit such excess to Franchisee. Except as otherwise expressly set forth in this Agreement, nothing in this Agreement shall constitute a waiver of any of Franchisor's rights or remedies, or of Franchisee's rights or obligations, under the Franchise Agreement or under any other agreement between them. Specifically, the parties acknowledge that by agreeing to make the direct payment described in Section 1 of this Agreement, Franchisor is merely accommodating the Loan and is not limiting or waiving any of its rights under the Franchise Agreement.

5. This Agreement may only be modified by the mutual written agreement of both parties hereto. No oral statement shall in any manner modify or otherwise effect the terms and conditions set forth herein.

6. Waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition in its entirety, or any subsequent breach of the same or any other term, covenant or condition herein contained.

7. The parties agree that this Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all previous communications, proposals, representations and agreements whether oral or written relating to the subject matter hereof.

8. This Agreement shall be governed by and construed in accordance with the laws of the state of [insert property state] without regard to its choice of law provisions and the laws of the United States of America.

9. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or unenforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

10. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

11. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal service, by nationally recognized overnight courier service, or by depositing a copy thereof in United States certified or registered mail, with postage fully prepaid. Any notice or document shall be deemed to have been received on the date of delivery if delivered personally or by nationally recognized overnight courier service, or three (3) days after the date the notice is delivered, properly addressed, to the U.S. mails if mailed.

Notice to Franchisor shall be addressed as follows:

Franchise Department
TA Franchise Systems LLC
24601 Center Ridge Road
Westlake, OH 44145-5634
Attn: Director of Franchising

with a copy to:

TA Franchise Systems LLC
Two Newton Place
255 Washington Street
Newton, MA 02458
Attn: General Counsel

Notice to Franchisee shall be addressed as follows:

Attn:

with a copy to:

Attn:

Notice to Lender shall be addressed as follows:

with a copy to:

These addresses may be changed at any time by any party hereto through written notice to the other parties hereto in accordance with the procedure set forth in this Section 11.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or in pdf format by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or in pdf format by electronic transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have caused this Subordination Agreement to be executed the day and year set forth above.

TA FRANCHISE SYSTEMS LLC

By: ______________________________
Name: ____________________________
Title: ____________________________

[LENDER]

By: ______________________________
Name: ____________________________
Title: ____________________________

[FRANCHISEE]

By: ______________________________
Name: ____________________________
Title: ____________________________

STATE OF

COUNTY OF _______________

I CERTIFY that on ______________, 202_, __________ of TA Franchise Systems LLC, personally came before me and acknowledged to my satisfaction, that:

(a) This person as an authorized agent for Franchisor signed and delivered the within instrument on behalf of Franchisor with the authority to do so; and

(b) This person acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed of Franchisor, for the purposes therein expressed, and received a true and correct copy of this instrument and of all other documents referred to herein.

____
Name:
Notary Public of the State of

My commission expires: ___________________

STATE OF

COUNTY OF _______________

I CERTIFY that on ______________, 202_, ___________ of [Franchisee Name] personally came before me and acknowledged to my satisfaction, that:

(a) This person as an authorized agent for Franchisee signed and delivered the within instrument on behalf of Franchisee with the authority to do so; and

(b) This person acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed of Franchisee, for the purposes therein expressed, and received a true and correct copy of this instrument and of all other documents referred to herein.

____
Name:
Notary Public of the State of

My commission expires: ___________________

STATE OF

COUNTY OF _______________

I CERTIFY that on ______________, 202_, ____________ of [Lender Name] personally came before me and acknowledged to my satisfaction, that:

(a) This person as an authorized agent for Lender signed and delivered the within instrument on behalf of Lender with the authority to do so; and

(b) This person acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed of Lender, for the purposes therein expressed, and received a true and correct copy of this instrument and of all other documents referred to herein.

____
Name:
Notary Public of the State of

My commission expires: ___________________

Record and return to:

<u>EXHIBIT A</u>

[Description of property]

EXHIBIT H

STATE SPECIFIC ADDENDA

Addendum to Disclosure Document Pursuant to the California Franchise Investment Law

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT http://www.dbo.ca.gov

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Item 3 is amended to state that neither we nor any person named in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

Item 17 is amended to state that California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provide for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

Item 17 is amended to state that the Franchise Agreement contains provisions requiring application of the laws of Ohio. These provisions may not be enforceable under California law.

Item 17 is amended to state that the Franchise Agreement requires that any authorized litigation be conducted in Ohio. These provisions may not be enforceable under California law. Prospective franchisees at encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Item 17 is amended to state that you must sign a general release of claims if you renew or transfer your franchise, California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Item 17 is amended to state that California Corporations Code, Section 31125 requires us to give you a Disclosure Document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

Item 17 is amended to state that the Franchise Agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Item 17(t) is amended by deleting and replacing the first sentence with the following: "The Franchise Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us, subject to the laws of the State of California."

Addendum to Disclosure Document Pursuant to the Illinois Franchise Disclosure Act

1. Notice Required by Law:

   THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.

2. Item 17 is amended to state that he provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction, venue, choice of law and waiver of jury trials will not constitute a waiver of any right conferred upon you by the Illinois Franchise Disclosure Act or other Illinois law. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void".

4. Section 4 of the Illinois Franchise Disclosure Act of 1987 states that any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of the State of Illinois is void with respect to any cause of action which is otherwise enforceable in the State of Illinois; however, a franchise agreement may provide for arbitration in a forum outside of the State of Illinois.

Addendum to Disclosure Document
Pursuant to the Indiana Franchise Practices Act

1. Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)).

Addendum to Disclosure Document
Pursuant to the Maryland Franchise Registration and Disclosure Law

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Item 5 is amended to state that based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

2. Item 17 is amended to state that the provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Item 17 is amended to state that you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise.

4. Item 17 is amended to state that any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise registration and Disclosure Law.

Addendum to Disclosure Document
Pursuant to the Minnesota Franchise Investment Law

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Disclosure Document for use in the State of Minnesota contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by

third parties that the Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Franchise Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

2. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Franchise Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

3. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure). If the Franchise Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with the Franchise Act, the provision of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

4. If the Franchise Agreement and/or the Disclosure Document requires you to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

5. If the Franchise Agreement and/or the Disclosure Document require(s) that it be governed by a state's law, other than the State of Minnesota, or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including any right to submit matters to the jurisdiction of the courts of Minnesota.

6. If the Franchise Agreement and/or the Disclosure Document require(s) you to sue the Franchisor outside the State of Minnesota, those provisions shall not in

any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in risk factor 1 on the cover page of the Disclosure Document that the Agreement requires you to sue outside the State of Minnesota is not applicable because of the Franchise Act.

7. Item 17 of the Disclosure Document shall be supplemented by the addition of the following new paragraph: Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

Addendum to Disclosure Document Pursuant to the New York Franchise Sales Act

1. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled

"**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled

"**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

Addendum to Disclosure Document Pursuant to North Dakota Law

1. Item 17(C) is amended delete the following phrase: "and, sign a general release."

2. Item 17(R) is amended to add the following language: "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

3. Item 17(V) is amended by adding the following sentence: "Pursuant to the North Dakota Franchise Investment Law, any provisions requiring franchisees to consent to the jurisdiction of courts outside of North Dakota are void."

4. Item 17(W) is amended by adding the following sentence: "Pursuant to the North Dakota Franchise Investment Law, any provisions requiring franchisees to consent to the application of laws of a state other than North Dakota are void."

5. Item 17 is amended to state that any provision in the Franchise Agreement which requires you to waive your right to a trial by jury or consent to a waiver of exemplary or punitive damages is deleted.

Addendum to Disclosure Document
Additional Information Required by the State of Rhode Island

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 *et seq.* (the "Act"), the Franchise Disclosure Document for use in the State of Rhode Island is amended as follows:

Item 17 is amended to state that termination of a franchise agreement as a result of insolvency or bankruptcy may not be enforceable under federal bankruptcy law.

Item 17 is amended to state that any release signed as a condition of transfer or renewal will not apply to any claims you may have under the Rhode Island Franchise Investment Act.

Item 17 is amended to state that any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Addendum to Disclosure Document
Pursuant to the Laws of South Dakota

1. Covenants not to compete upon termination of the Franchise Agreement are generally unenforceable in the State of South Dakota.

2. The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of South Dakota; but as to contractual and all other matters, the Franchise Agreement and all provisions will be and remain subject to the application, construction, enforcement and interpretation under the governing law of the State of Ohio.

3. The provisions in this Disclosure Document and in the Franchise Agreement to the extent that they refer to termination for breach of the Franchise Agreement failure to meet performance standards, and/or failure to make royalty payments, must afford a licensee thirty days written notice with an opportunity to cure said default before termination.

4. Pursuant to SDCL 37-5B, any acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate a chapter or rule under a chapter.

Addendum to Disclosure Document
Pursuant to the Virginia Retail Franchise Act

Item 17 is amended to state that, pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Addendum to Disclosure Document
Pursuant to the Washington Franchise Investment Protection Act

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, including areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

2. A release or waiver of rights you sign will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

5. In any arbitration or mediation involving a franchise purchase in Washington, the arbitration or mediation site will be either the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

6 Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of you, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of you under RCW 49.62.030 unless the independent

contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits us from restricting, restraining, or prohibiting you from (i) soliciting or hiring any employee of you of the same franchisor or (ii) soliciting or hiring any employee of us. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

TA FRANCHISE SYSTEMS LLC

DISCLOSURE DOCUMENT RECEIPTS

EXHIBIT I TO THE DISCLOSURE DOCUMENT

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If TA Franchise Systems LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with proposed franchise sale. Iowa and New York require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on **Exhibit B**.

The franchisor is TA Franchise Systems LLC, located at 24601 Center Ridge Road, Westlake, Ohio 44145-5634. Its telephone number is (440) 808-9100.

The name, principal address and telephone number of the franchise sellers offering the franchise are:

David J. Raco; 24601 Center Ridge Road, Westlake, Ohio 44145-5634; (440) 808-3169
William Lynn; 24601 Center Ridge Road, Westlake, Ohio 44145-5634; (770) 330-3820
Steve Hunt; 24601 Center Ridge Road, Westlake, Ohio 44145-5634; (865) 806-2122
Michael Ted Blevins; 24601 Center Ridge Road, Westlake, Ohio 44145-5634; (619) 991-7110

Issuance Date: May 2, 2022, as amended October 20, 2022, and as further amended March 15, 2023

See **Exhibit A** for our registered agents authorized to receive service of process.

I have received a Disclosure Document with an issuance date of May 2, 2022, as amended October 20, 2022, and as further amended March 15, 2023, that included the following exhibits:

A. List of Registered Agents for Service of Process
B. List of State Administrators
C. Confidential Operations Manual Table of Contents
D. TA Franchise Systems LLC Financial Statements
E. Franchise Agreement
F. Release
G. Subordination Agreement
H. State Specific Addenda and State Effective Dates
I. Disclosure Document Receipts

DATED:____________________________________
SIGNED:___________________________________, individually as
an officer, member or partner of ______________________________________
(a ____ corporation)
(a ____ limited liability company)
(a ____ partnership)
NAME:____
ADDRESS:____
PHONE:____

[KEEP THIS COPY FOR YOUR RECORDS]

RECEIPT

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If TA Franchise Systems LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with proposed franchise sale. Iowa and New York require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on **Exhibit B**.

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H. State Specific Addenda and State Effective Dates
I. Disclosure Document Receipts

DATED:______________________________________
SIGNED:_____________________________________, individually as
an officer, member or partner of ______________________________________
(a ____ corporation)
(a ____ limited liability company)
(a ____ partnership)
NAME:____
ADDRESS:____
PHONE:____

[Please sign and date both copies of this receipt, keep one (the previous page) for your records and return one copy (this page) to TA Franchise Systems LLC, Franchise Administrator, 24601 Center Ridge Road, Westlake, Ohio 44145-5634]