

IMPORTANT NOTICE REGARDING YOUR EMPLOYMENT WITH TA

YOU MUST CAREFULLY READ THE ATTACHED MUTUAL AGREEMENT TO RESOLVE DISPUTES AND ARBITRATE CLAIMS.

As a condition of your employment with TA, you are required to agree to participate in TA's dispute resolution and arbitration process which is described in detail in the attached Mutual Agreement to Resolve Disputes and Arbitrate Claims (the "Agreement"). Because participation in the dispute resolution and arbitration process is one of the conditions of your employment with TA, if you decide not to agree to the terms of the Agreement, TA will consider your employment application to be withdrawn.

The attached Agreement describes this important program in detail, including:

- Your and TA's agreement to attempt to resolve grievances related to your employment through an informal grievance and dispute resolution process;
- Your and TA's agreement to use binding arbitration, instead of court action or jury trials, to resolve disputes related to your employment if the grievance is not satisfactorily resolved through the informal grievance and dispute resolution procedure;
- Your and TA's agreement to pursue claims on an individual basis, and not through a class or collective action; and waiver of the right to bring, or be a party to, class or collective actions; and
- The benefits of individual dispute resolution, including potentially quicker resolution of disputes related to your employment, TA's agreement not to use a lawyer in the proceedings if you choose not to use a lawyer, TA's agreement to pay all filing costs associated with arbitration and TA's agreement to waive any rights it might have to recover costs or fees from you.

You should take the time to carefully review this important document before you sign it. If you have questions, you may contact a member of TA's Human Resources team by calling (440) 808-9100. You also have the right to ask a lawyer about the effect and meaning of the Agreement.

MUTUAL AGREEMENT TO RESOLVE DISPUTES AND ARBITRATE CLAIMS

THIS MUTUAL AGREEMENT TO RESOLVE DISPUTES AND ARBITRATE CLAIMS (this “Agreement”) is adopted and entered into by TA Operating LLC, doing business as TravelCenters of America and Petro Stopping Centers (together with its parents, affiliates and subsidiaries and its and their current and former employees, officers and directors, successors and assigns, the “Company”) and its employees (“you”) effective as of the day you begin your employment with the Company.

You and the Company may have disagreements during or following your employment with the Company. To simplify and reduce the cost of resolving disputes that may arise that are not resolved in the ordinary course of your employment, the Company has adopted the following grievance and arbitration procedures. It is a condition of your employment by the Company that you agree to be bound by the grievance and arbitration procedures set forth below.

I. Requirement to Grieve and Arbitrate.

You and the Company are required to follow the grievance process set forth in Section II(A) below and then, if necessary, the arbitration process set forth in Section II(B) below with respect to any claims, including any claims that could be brought in a court.

For purposes of this Agreement, the term “claims” means any and all disputes, claims or controversies arising out of your employment or the termination of your employment which could be brought in a court, including, but not limited to, claims under the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; the Fair Labor Standards Act; the Family and Medical Leave Act; the Americans with Disabilities Act of 1990; Section 1981 through 1988 of Title 42 of the United States Code; state and local anti-discrimination laws; and any other federal, state, or local law, ordinance or regulation, and claims based on any public policy, contract, tort, or common law and any claim for costs, fees, and other expenses or relief, including attorney’s fees. Claims subject to this Agreement shall not include: (i) claims relating to workers’ compensation benefits; (ii) unemployment compensation benefits; (iii) claims with respect to any stock plan, employee pension or welfare benefit plan if that plan contains some form of specific grievance or other procedure for the resolution of disputes under the plan; (iv) claims filed with a federal, state, or local administrative agency (*e.g.*, the NLRB, EEOC, *etc.*) or reporting of criminal activity to appropriate public authorities; and (v) claims covered by a written employment contract signed by both parties which provides for a specific, different form of dispute resolution in accordance with that contract’s terms.

II. The Grievance and Arbitration Process.

A. The Grievance Process. If you believe you have a claim against the Company, you must send notice of your claim to the Company. The notice must be given by completing the form entitled “Dispute Resolution Claim Form” and mailing it by certified or overnight mail, return receipt requested, to the Company’s Human Resources Department, 24601 Center Ridge Road, Westlake, OH 44145. A copy of the Dispute Resolution Claim Form is attached hereto and is also available by contacting a member of the Company’s Human Resources Department at the above address or by calling (440) 808-9100. You must fully complete the

Dispute Resolution Claim Form. If the Company believes it has a claim against you, it will send a completed Dispute Resolution Claim Form by overnight or certified mail, return receipt requested, to your last known address listed in its records. Upon receipt of the Dispute Resolution Claim Form, the non-grieving party must investigate the claim and provide a written response. The grieving party may be contacted by the non-grieving party for more information about the claim. The parties must cooperate fully in this investigation.

All Dispute Resolution Claim Forms must be sent within the time that the underlying substantive claim could have been properly filed in a court. If the applicable law under which the claim is made requires a preliminary filing with a governmental agency, the Dispute Resolution Claim Form must be sent within that time. The applicable statute of limitations will be held in abeyance, or tolled, beginning on the date that the grieving party sends the non-grieving party the Dispute Resolution Claim Form. If a party sends a Dispute Resolution Claim Form, but fails to file for arbitration within the periods specified herein, the tolling period ends and the limitations period resumes.

The non-grieving party shall send the grieving party a written response within 30 calendar days after receipt of the Dispute Resolution Claim Form. If the non-grieving party provides a timely response to the grievance, the grieving party has 30 calendar days from receipt of that response to negotiate a settlement or to file for arbitration as set forth in Section B below. If the non-grieving party does not provide a written response to the grieving party within 30 calendar days after receipt (or refusal or inability to deliver) of the Dispute Resolution Claim Form, then either party may file for arbitration as set forth in Section B below within 30 calendar days after the date that such written response was due. The failure to negotiate a settlement or to file for arbitration within the above time limitations will result in a waiver of the claim asserted in the Dispute Resolution Claim Form and the tolling period ending and the limitations period resuming for similar claims by the grieving party.

B. The Arbitration Process.

i. The Arbitration Firm. The Company has selected National Arbitration and Mediation, Inc. (“NAM”) to arbitrate all disputes under this Agreement. However, the Company reserves the right to change the arbitration firm from time to time provided that it gives advance notice to you of such change and that the arbitration firm selected by the Company is a nationally recognized and experienced neutral arbitration organization (NAM and any designated successor to NAM is hereinafter referred to as the “Arbitration Firm”). The Arbitration Firm may not be changed for any pending claim unless the Arbitration Firm previously selected ceases to exist or otherwise is unable to serve.

ii. Filing for Arbitration. Except as otherwise provided below, the party seeking arbitration shall follow the then current procedures required by the Arbitration Firm to file for arbitration of its claim(s) described in the Dispute Resolution Claim Form. A copy of NAM’s rules will be provided to you upon request made to the Human Resources Department, 24601 Center Ridge Road, Westlake, Ohio 44145, telephone no. (440) 808-9100, or you may contact NAM to request a copy at 990 Stewart Avenue, Garden City, NY 11530, telephone no. (800) 358-2550, fax no. (516) 794-8518 or you may obtain them from NAM’s website

(www.namadr.com). If an Arbitration Firm other than NAM is selected by the Company, the Company will provide you with information on how to obtain such firm's rules.

iii. Selection of the Arbitrator. The Arbitration Firm shall provide each party with a list of three (3) arbitrators who are qualified in the field of employment law. The party filing for the arbitration shall eliminate one arbitrator from the list, then the other party shall eliminate one arbitrator from the list of remaining two (2) arbitrators. The remaining arbitrator shall arbitrate the claims. If the party filing for arbitration fails to eliminate one arbitrator from the list within twenty (20) days after receiving the list of the three arbitrators, then the claim shall be waived. If the other party fails to eliminate one arbitrator within the twenty (20) days after notice that the filing party eliminated one arbitrator from the list, the Arbitration Firm shall do so. Only those claim(s) described in the Dispute Resolution Claim Form shall be arbitrated. Additional claims may be brought only by complying with the grievance process described in this Agreement.

iv. Payment of the Arbitration Firm's Fees and the Arbitrator's Fee and Expenses. The Company will pay 100% of the Arbitration Firm's fees as well as the arbitrator's fees and expenses. The Company also will pay (or reimburse you) for 100% of any filing fees that the Arbitration Firm may charge to initiate arbitration. Each party shall otherwise bear its own costs and fees associated with the arbitration including, but not limited to, attorneys' fees and the costs and fees of responding to discovery requests.

v. Time and Place of Arbitration. The arbitration will be held at a mutually convenient time and place within 50 miles of the Company location at which you most recently are or were working.

vi. Rules of Arbitration. The arbitration shall be conducted by a single arbitrator. Except as provided in this paragraph, the arbitration shall be conducted in accordance with the Arbitration Firm's then current rules for the resolution of employment disputes. The arbitrator may, but shall not be required to, apply the Federal Rules of Civil Procedure (except for Rules 23 and 26) and the Federal Rules of Evidence. It will not be necessary to conduct pre-hearing discovery, but either you or the Company may do so. If either party elects to conduct pre-hearing discovery, each party shall be allowed only up to five (5) interrogatories, including sub-parts, five (5) requests for production, including sub-parts, and two (2) depositions. Electronic discovery will be limited to searches of e-mail accounts of no more than two (2) addresses for a twelve month period (or any shorter period for which e-mails are retained in the ordinary course) and a maximum of five (5) search terms or phrases will be permissible.

Either party may proceed in arbitration with or without an attorney to represent it, at its own expense. If you initiate the arbitration, the decision whether to use a lawyer must be made at the time that arbitration is initiated. If the Company initiates the arbitration, your decision whether to use a lawyer must be made within twenty (20) calendar days after your receipt of notice that the Company has initiated arbitration. The Company agrees that if you elect not to use a lawyer at arbitration, then the Company will not use a lawyer either. Unless the arbitrator determines otherwise, the arbitration hearing shall not last more than one day. If you are employed by the Company at the time of arbitration, then you shall be permitted an excused, but unpaid, absence from work to attend the arbitration.

The arbitrator may award reasonable attorneys' fees and expenses only if expressly required by an applicable statute or law. In the absence of such an express requirement, the arbitrator may award attorneys' fees and expenses to either party only if the arbitrator determines that a failure to award attorneys' fees and expenses would be unconscionable under applicable law.

vii. The Arbitrator's Decision. The arbitrator shall state the reasons for his decision in a writing delivered to you and the Company. Subject to a party's right to appeal as set forth below, the decision or award of the arbitrator shall be final and binding on both you and the Company. A judgment which is not appealed may be entered as a final order in any court having jurisdiction.

viii. Appeal of the Arbitrator's Decision. A party may file for an appeal of a decision of an arbitrator to a panel of three (3) arbitrators (the "Panel") within 30 calendar days after receipt of the arbitrator's decision. The Panel shall be appointed by the Arbitration Firm. The Panel shall review the arbitrator's decision as if it is a court of appellate jurisdiction reviewing a lower court's decision, except that it shall overturn the arbitrator's decision only if it determines that the arbitrator abused his or her discretion. No bond shall be required in the case of an appeal. The Panel shall set an appropriate schedule for the briefing of the appeal. The Panel shall determine the matter based upon written documentation provided by the arbitrator and the parties. No oral argument shall be permitted. An interlocutory appeal of an arbitrator's decision may be brought before a Panel where an arbitrator has breached the explicit rules of this Agreement or if a party seeks to recuse or remove an arbitrator for legally sufficient grounds. The decision of the Panel is final and binding. The decision of the Panel may be entered as a final order in any court having jurisdiction.

ix. Company's Costs. The Company agrees that if it prevails at the arbitration it shall not seek or pursue from you any of the costs it incurred in connection with the arbitration. This waiver shall not apply to other employees or supervisors who may be individually accused in the grievance.

III. Other Provisions.

A. Class/Collective Action Waiver. You and the Company agree to waive all rights to bring, or be a party to, any class or collective claims against one another and agree to pursue claims on an individual basis only.

B. Administrative Charges. This Agreement does not prohibit you from filing a claim with, or participating in, any investigation conducted by any federal, state, or local government agency.

C. Applicable Law and Construction/Waiver of Jury Trial. The law of the jurisdiction in which you are primarily employed will govern the substance of your grievance. However, all disputes regarding the enforcement of this Agreement, any of the provisions of this Agreement or whether a party's claim is subject to this Agreement shall be determined in accordance with the law of the State of Delaware. All challenges to the interpretation or enforceability of any provision of this Agreement shall be brought before the arbitrator, and the

arbitrator shall rule on all questions regarding the interpretation and enforceability of this Agreement. In the event that any provision of this Agreement shall be construed to be unlawful or unenforceable, and if the offending provision can be deleted without affecting the primary intention of the parties or can be reformed to effect the primary intention of the parties as expressed herein, then the offending provision shall be so deleted or reformed and the remainder of this Agreement shall remain in full force and effect as written. **IF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE ANY CLAIMS BETWEEN YOU AND THE COMPANY RELATED TO YOUR EMPLOYMENT SHALL BE SUBJECT TO A NON-JURY TRIAL IN THE FEDERAL OR STATE COURT THAT HAS JURISDICTION OVER THE MATTER.**

D. **Consideration.** Your accepting employment with the Company, your continued employment with the Company subsequent to the effective date of this Agreement, the mutual agreement to arbitrate claims, and the other good and valuable consideration set forth in this Agreement shall constitute consideration and acceptance by you of the terms and conditions set forth in this Agreement. The parties agree that the consideration set forth in this paragraph is wholly adequate to support this Agreement.

E. **No Employment Agreement/Employment At Will.** The terms and conditions described in this Agreement are not intended to, and shall not, create a contract of employment for a specific duration of time. Employment with the Company is at will and voluntarily entered into, and both you and the Company are free to end that relationship at any time, for any reason and with or without prior notice.

F. **Federal Arbitration Act.** The Parties acknowledge and agree that the Company is involved in transactions involving interstate commerce and that the Federal Arbitration Act shall govern any arbitration pursuant to this Agreement, including but not limited to the Agreement's scope, interpretation and application.

G. **Electronic Signatures.** This Agreement may be signed electronically.


H. **Receipt and Acknowledgement.** By your signature below, you acknowledge receipt of this Dispute Resolution and Arbitration Agreement. You also acknowledge that this Agreement is a legal document which, among other things, requires you to grieve, and then to arbitrate, all claims you may have now or in the future with the Company, which otherwise could have been brought in court. **YOU ALSO ACKNOWLEDGE THAT YOU HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THAT BY RECEIPT OF THIS AGREEMENT, THE COMPANY HAS INFORMED YOU THAT YOU HAVE A RIGHT TO SEEK LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS AGREEMENT.** By signing below, you knowingly, voluntarily and freely agree to accept and be bound by the terms of this Agreement.

BY SIGNING BELOW YOU ARE GIVING UP YOUR RIGHTS TO INITIATE OR PARTICIPATE IN CLASS ACTIONS AFFECTING YOUR EMPLOYMENT BY THE COMPANY.

This Mutual Agreement to Resolve Disputes and Arbitrate Claims is entered into by the Company and you as of the day you begin your employment with the Company.

TA OPERATING LLC

EMPLOYEE

By: 
Thomas M. O'Brien
President and Chief Executive Officer

Print name:
Date:

Dispute Resolution Claim Form

Your Name: _____ Position: _____

Supervisor/ Manager: _____ Department: _____ Location: _____

For each action/omission (“Event”) of which you are complaining, please provide the following information. If you need more space to explain the Event and your position, please use an additional sheet of paper.

Date of Event	Description of the Event	Name and Position of person you believe has wronged you	Names of any Witnesses to the Event	Document(s) Supporting Your Claim
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I affirm the information provided herein is true, accurate and complete.

Signature

Date

Return this completed form by certified, registered or overnight mail, return receipt requested, to the attention of the Human Resources Department, 24601 Center Ridge Road, Westlake, OH 44145.