

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the _____ day of _____, **2008** by and between GREYHOUND LINES, INC., hereinafter called "Company", a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, and _____ hereinafter called "Licensee" a _____ non-profit corporation with offices at _____.

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at _____; and

WHEREAS, Company reserves the right to fulfill some or all of its obligations to Licensee through its Independent Contractor, hereinafter called "Contractor"; and

WHEREAS, Licensee is engaged in the operation of motor buses for the transportation of persons, baggage and express and desires to use the Terminal and its facilities in connection with Licensee's regular route and demand responsive service; and

WHEREAS, Licensee desires to use the Terminal in accordance with the Service Assumptions set forth in Exhibit A hereto; and

WHEREAS, Company, in consideration of the intended usage of the Terminal as Licensee herein declares, but subject to renegotiation should Licensee's usage of the Terminal change materially, is agreeable to the granting of a license, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, it is covenanted, stipulated and agreed by and between the parties hereto as follows:

1. Company grants to Licensee for the Term as defined in Section 15 below, the right and privilege to use, and Licensee agrees to use, the Terminal, its facilities and services in common with Company and any other carrier which Company in its sole discretion shall permit to use the Terminal, its facilities and services in the manner and upon the terms and conditions herein set forth. Such facilities and services shall include water, light, heat and air conditioning if the Terminal is equipped with a central air conditioning system, and waiting and rest room facilities. Services provided by Company shall include but not be limited to the announcement of the departure and arrival of such buses, , baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall not use the Terminal for the operation of buses in charter or special service without Company's express consent.

(A) Licensee shall operate no more than _____ (_____) bus departures ("Departures") from the Terminal in any given day on the Routes and Schedules shown in Attachment 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal.

(C) Licensee shall only have access to, and the right and privilege to use, Company's Terminal during the hours of operation as specified by Company. Licensee shall be prohibited from picking up or dropping off passengers at the Terminal or on property (including public streets) near or adjacent to the Terminal at times when the Terminal is closed for business. The indemnification obligations by Licensee of Company under Section 11 of the Agreement shall extend to injury to or death of persons whomever, or damage to or loss of property whatsoever, occurring as a result of Licensee picking up or dropping off passengers at times when the Terminal is closed for business.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee is granted access for no charge, since Licensee is a non-profit organization.

(A) 0 percent (%) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) 0 percent (%) of all tariff charges assessed at the Terminal for either incoming or outgoing express shipments including all tariff charges applicable to prepaid received and collect forwarded express shipments handled for Licensee at the Terminal, except that Company shall be entitled to retain the full amount of any overtime storage charges it collects at the Terminal with respect to express shipments;

(C) The monthly minimum commission shall be \$ 0.00.

3. Licensee authorizes Company to sell Licensee's tickets and issue Licensee's busbills at the Terminal and Company shall provide, in addition to all other attendants required in and about the Terminal, all personnel needed or required for the sale of tickets and issuance of busbills of Licensee at the Terminal. All tickets sold and busbills issued hereunder by Company for the Licensee shall be sold or issued at the rates set forth in Licensee's tariffs on file at the Terminal at the time of the sale or issuance thereof.

4. Company shall handle baggage and express for Licensee in accordance with the procedures for handling the same which are followed at the Terminal by Company in handling baggage and express for its own patrons.

5. All monies belonging to the Licensee collected by Company at Terminals equipped with Company's automated ticketing system (hereafter referred to as "Automated Locations") shall be remitted to Licensee as follows: Licensee shall remit to Company on the 1st business day of each month all trip coupons collected by Licensee for travel over Licensee routes for the preceding month along with a summary invoice. Company shall make payment to Licensee within 15 days or receipt of said invoice.

At Automated Locations, Company may deposit any sums collected for Licensee in its or its Contractor's own depository, without separate identification or earmarking, and shall not be responsible or liable to Licensee in the event of any loss of Licensee's funds by reason of the insolvency of the depository, inability to make withdrawals because of any condition of the depository or any decision or ruling of public authority relating thereto or for any other reason.

Loss of cash or negotiable instruments through defalcation, theft or willful acts by Company, Contractor, Company's employees or, Contractor's employees shall be borne by Company.

In the event of loss of cash or negotiable instruments through theft, robbery or burglary by a third person, the

amount of cash and negotiable instruments, if any, remaining on hand immediately following such theft, robbery or burglary, when investigation shall be made to determine the loss, shall be apportioned among all the carriers, including Company, using the Terminal affected by such theft, robbery or burglary on the basis of the respective amounts due each of them, such amounts to be determined by a joint audit by all carriers concerned. Any money recovered by Company from any such third party losses described in this section shall be allocated between the parties hereto in proportion to their respective interests in the account to which the recovery applies. All monies collected by Company from the sale of Licensee's package express shall, prior to being remitted to Licensee pursuant to this Section 5, be held by Company in trust for the benefit of Licensee.

6. All records, books and accounts of Company necessary to audit and verify reports and statements submitted to Licensee pursuant to this Agreement shall, at all reasonable times and upon advance notice, be open for inspection by Licensee and its authorized contractor, employees and representatives at Licensee's sole cost and expense.

7. In using the Terminal, Licensee agrees to comply with, and to cause its officers, agents, employees, representatives, contractors and passengers to comply with, all reasonable rules and regulations not inconsistent with this Agreement, established from time to time by Company to govern the operation of the Terminal, and to conduct its operations in an orderly, proper, safe, careful, efficient and courteous manner and without offending, annoying or disturbing others at the Terminal. Licensee and Company each agree to conduct their operations in the Terminal without denigrating or maligning the other's name or image, and in compliance with the "Standards of Conduct" set forth in Exhibit B hereto. Licensee shall, upon objection from Company concerning the conduct, demeanor or appearance of any officer, employee, agent, representative or contractor of Licensee immediately take all reasonable remedial steps necessary. The rules and regulations governing the operation of the Terminal and its facilities shall be so designed and the Terminal and its facilities so operated, managed, maintained and supervised that Licensee will be accorded fair, just and impartial accommodations, facilities and services. Company shall furnish impartial information as to the routes, schedules, and fares charged, and impartially give out, upon request, such other general information as is available. Prospective passengers destined for competitive points on or beyond the lines of more than one of the carriers operating from the Terminal will be quoted service based on the passengers' inquiries and sold tickets according to passenger preference, provided Company has been provided adequate information by the originating carrier to sell the ticket. If no preference is expressed, a ticket will be sold 1) on the bus which arrives first at the passenger's destination and 2) on the bus in connection with which all subsequent carriers in the movement of the passenger have an agreement with Company to quote and sell their service at the points at which the passenger will be transferred.

8.

9. Licensee may not place or display any of its signage inside or outside the Terminal without the prior written consent of Company, which consent will not be unreasonably withheld. Company may regulate the number, size and location of Licensee's advertising or promotional materials at the Terminal, provided that any such regulation is nondiscriminatory and reasonable.

10. The Company will use its best efforts to provide accurate and impartial telephonic fare and schedule information on behalf of Licensee at the Terminal.

11. Licensee agrees to indemnify, save harmless and defend Company against and from any and all liability, damages, losses, claims, demands, suits and judgments of every kind and nature and from any and all costs and expenses, including attorney's fees resulting from:

(A) injury to or death of officers, agents, contractors, employees or passengers of Licensee, or of other persons who enter the Terminal or appurtenances thereto for any purpose pertaining to Licensee's business, occurring on the

Terminal premises, or appurtenances thereto, or by reason of any occurrence thereon, but not including injury or death occasioned solely by the gross negligence of Company or Company's Contractor or their officers, employees or agents.

(B) damage to or loss of any property to whomsoever belonging while it is on the Terminal premises or appurtenances thereto in connection with Licensee's business.

(C) injury to or death of persons whomever, or damage to or loss of property whatsoever, occasioned by the acts or omissions of Licensee, its officers, agents, and employees, including Licensee's contractor while acting in the performance of services for Licensee, or by the transportation of persons or property by Licensee.

(D) willful acts of Licensee, its officers, agents, contractors or employees, including but not limited to assault, battery, false arrest, false imprisonment, malicious prosecution, slander or libel or invasion of privacy, arising out of or in any way connected with the services of Licensee.

In the event a claim is made or a suit is filed against Company for which Licensee has responsibility hereunder, then Licensee shall be notified of the claim or suit and Licensee shall, at its sole cost and expense, investigate, settle and/or defend such claim or suit. Licensee shall not settle or otherwise compromise a claim or suit for which indemnity is asserted hereunder, unless Licensee settles or compromises the claim or suit by obtaining a full and unconditional release of Company. If Licensee shall refuse or fail to investigate, settle and/or defend such claim or suit, then Licensee shall be bound by any judgement against, or reasonable settlement made by, Company and upon demand, Licensee shall pay the amount of judgement or settlement and any and all costs and expenses, including reasonable attorneys' fees, incurred by Company in the investigation, settlement or defense of such claim or suit.

12. Licensee agrees at its sole cost and expense, to obtain and keep in force throughout the term of this Agreement in a form and in a company satisfactory to Company the following policies of insurance:

(A) General Liability Insurance with a combined single limit of not less than \$1,000,000. Such general liability shall be either:

(i) Comprehensive form which has been endorsed to include premises/operations, products and completed operations, contractual, independent contractors, broad form property damage and personal injury; or

(ii) Commercial form which has a per location endorsement and is written on an occurrence basis.

(B) Comprehensive Automobile Liability Insurance providing coverage for owned, non-owned, hired and leased vehicles that enter on the premises of the Terminal or appurtenances thereto.

(i) for vehicles having a seating capacity of sixteen (16) passengers or more:

A Combined Single Limit for injury or damage in any one accident of \$5,000,000.

(ii) for vehicles having a seating capacity of fifteen (15) passengers or less:

A Combined Single Limit for injury or damage in any one accident of \$1,500,000.

Licensee agrees to provide and keep in force throughout the term of this Agreement a policy(ies) of Workers' Compensation insurance in statutory required amounts covering its employees engaged in operations under this Agreement.

Licensee further agrees to name Company as an additional insured on the General and Automobile Liability policies in connection with services tendered to Licensee, provided however, that such insurance shall contain provisions to the effect that the naming of Company as an additional insured shall not affect any recovery to which Company would be entitled under the policy if it were not so named, and that the insurance is primary and shall be without contribution from any similar insurance effected by Company.

Upon execution of this Agreement, Certificates of Insurance verifying each of the above conditions, and providing for thirty (30) days prior written notice of any cancellation or reduced coverage, shall be submitted to Company at the notice address specified in Section 17. Any failure to provide the insurance coverage specified in Section 12 will constitute a default under the terms of this Agreement, and permit Company to immediately suspend Licensee's rights under this Agreement and, if such default is not cured within ten (10) days to terminate this Agreement upon written notice.

13. In the event of a strike, lockout, labor controversy, act of God or of any event beyond the control of Company which results in the inability of Company to conduct normal operations at the Terminal or in Licensee's inability to use the Terminal, Company shall not be obligated to furnish Licensee the facilities and services provided for in this Agreement during the period Company is unable to operate the Terminal and Licensee waives any right to claim either actual or punitive damages as the result of Licensee's inability to use the Terminal or Company's inability to conduct normal operations at the Terminal.

14. Immediate oral notice (followed by written notice and reports) shall be given by Licensee to Company of any and all impending or existing labor complaints, troubles, disputes or controversies involving the employees of Licensee, which are capable of affecting the operation of the Terminal, or the operation of other carriers thereat, and Licensee shall continually report to Company the progress of such complaints, disputes, or controversies and any progress toward the resolution thereof. Company shall have the right, upon written or oral notice to Licensee, to immediately suspend the provisions of this Agreement under which Licensee is using the Terminal facilities and services in either of the following events:

(A) If Licensee, in its operations at the Terminal, shall employ any person or persons, or use or have any equipment or materials, or allow any condition to exist, which causes or, in the sole judgment of Company, may cause any labor trouble at the Terminal involving Company or employees of any other carrier operating at the Terminal or which may interfere with the operation of the Terminal facilities or services or with the operation of other carriers at the Terminal, and if Licensee, upon notice from Company shall not, within twelve (12) hours, withdraw from the Terminal any such person or persons and any such equipment or materials, or rectify any such condition specified in the notice; or

(B) If any labor trouble of or directed against Licensee may adversely affect the operation of the Terminal facilities or services by Company or the operations of other carriers thereat, whether or not the same is due to the fault of the Licensee, and notwithstanding the fact that Company may or may not have issued directions in connection with the same.

During the period of suspension, Licensee shall not operate at the Terminal, and if any vehicle or vehicles or other property of Licensee remains on the Terminal premises, Company may remove the same for storage at another location, such removal and storage to be at the risk and expense of Licensee. The period of suspension shall end not more than twenty-four (24) hours after the labor trouble has ceased or been cured, and Licensee has so notified Company. If the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of the suspension, Company shall have the right to terminate this Agreement by five (5) days prior

written notice.

15. The Term of this Agreement shall begin on the _____ day of _____, _____ and shall continue in full force and effect for a period of five (5) years. The Agreement shall thereafter automatically renew for additional three (3) year periods unless either party gives written notice to the other at least **twelve (12)** months before the expiration date of the current term of such party's intention not to renew after the expiration of the current term. Upon notice of termination in accordance herewith, the Agreement shall terminate effective as of the end of the initial term or the then current renewal term. Without limiting the foregoing, the parties shall have the following additional termination rights:

(A) In the event Company or Licensee shall be permanently prevented from making, or be rendered unable to make, use of the Terminal for a bus terminal by reason of any regulation, requirement or decision of public authority, then either party hereto may terminate this Agreement by written notice to the other party.

(B) In the event Company desires to discontinue the operation of the Terminal it may terminate this Agreement by giving Licensee at least 60 days prior written notice of termination without penalty of any kind; provided, however, that if the Company acquires another terminal location within five miles of the Terminal within one year of such termination, it shall offer Licensee use of such other terminal if: (i) there is sufficient space available to accommodate Licensee and other tenant carriers; and (ii) Company and Licensee agree upon the terms of compensation payable to Company for such use, taking into consideration the costs of operating the new location.

(C) In the event of a default in the performance by either party of any of its obligations under this Agreement, the other party may terminate this Agreement by giving written notice of termination to the defaulting party, if the default has continued for more than ten (10) days after the defaulting party has been given written notice of default and intention to terminate by the other party. Subsequent defaults by a party will entitle the other party to terminate this Agreement without providing ten (10) days written notice.

(D) Notwithstanding any other provision contained herein to the contrary, Licensee agrees to, concurrently with the effective date of this Agreement and throughout the term hereof, procure and maintain all necessary and/or required operating authorities, permits and/or registrations, both state, federal and local, for the operation of any vehicles for all jurisdictions operated by or contained in operating/time schedules of Licensee. In the event, Licensee fails to procure or maintain such operating authorities, permits and/or registrations, Licensee's rights under this Agreement may be immediately suspended and, in the event Licensee fails to cure such deficiency within a ten (10) day period from such suspension, the Company shall have the right, upon written notice to Licensee, to immediately terminate this Agreement. Such termination shall not affect the liabilities between the parties hereto, including any indemnity obligations, accruing prior to such termination date.

(E) Notwithstanding the foregoing, in the event of a dispute concerning either party's compliance with the terms and provisions of Section 7 or 8 hereof, the party complaining of the noncompliance may invoke the alternative dispute resolution ("ADR") process set forth below.

The party opting for the ADR process described herein (the "Complaining Party") shall initiate the ADR by providing written notice to the other party (the "Offending Party") specifying in detail the Complaining Party's contention that the terms and provisions of Section 7 or 8 have not been complied with by the Offending Party. The Complaining Party shall furnish with its notice letter whatever evidence is available to the Complaining Party to support its contentions.

(i) Informal Resolution: On a mutually agreeable date, no later than twenty (20) calendar days after receipt by the Offending Party of the Complaining Party's written notice, the parties shall meet in the offices of the Complaining Party in a good faith attempt to resolve the alleged noncomplying conduct set forth in the written notice. If, at the conclusion of the informal resolution meeting, the dispute is not satisfactorily resolved, (a) either party may, within ten (10) calendar days, refer the dispute to the mediation process described below; or (b) if the dispute is not referred to mediation within the ten (10) day period, the Complaining Party shall be deemed to have waived its rights to pursue any other remedies with respect to the dispute, including, but not limited to, the right to pursue legal remedies or further resolution under the ADR process.

(ii) Mediation: Upon referral of a dispute to mediation, the Mediation/Arbitration Organization (defined below) shall, within five (5) calendar days after receipt of the notice of referral, (a) appoint an impartial, neutral and knowledgeable mediator to hear the dispute, and (b) provide notice to the parties of such appointment. The mediation process shall be commenced, to the extent practicable, within thirty (30) calendar days after the date the mediator is appointed. The parties agree that the mediator's role is to assist the parties in resolving the dispute and that the mediator shall not have the authority to impose a settlement upon the parties. Unless otherwise agreed by the parties, the mediation process shall terminate ten (10) calendar days after the date of the initial mediation conference. If, at the conclusion of the mediation process, the dispute is not satisfactorily resolved, (a) either party may, within ten (10) calendar days, refer the dispute to the arbitration process described below; or (b) if the dispute is not referred to arbitration within the ten (10) day period, the Complaining Party shall be deemed to have waived its rights to pursue any other remedies with respect to the dispute, including, but not limited to, the right to pursue legal remedies or further resolution under the ADR process.

(iii) Arbitration: Upon referral of a dispute to arbitration, the Mediation/Arbitration Organization shall, within five (5) calendar days after receipt of the notice of referral, (a) appoint an impartial, neutral and knowledgeable arbitrator(s) to hear the dispute, and (b) provide notice to the parties of such appointment. The arbitration proceedings shall be commenced, to the extent practicable, within thirty (30) calendar days after the date the arbitrator(s) is appointed. The parties agree that the arbitrator(s) shall not have the right to assess punitive or exemplary damages and may not make any ruling, finding or award that does not conform to the basic intent of the parties as expressed by the terms and conditions of this Agreement. Further, without limiting the remedies that may be imposed by the arbitrator(s), and notwithstanding any language to the contrary in Section 9, the arbitrator(s) shall have the power to terminate the Agreement in the event that Company asserts that Licensee has violated the provisions of Section 8 of the Agreement. The findings or award of the arbitrator(s) shall be binding, unless, at the time of referral to arbitration, the Complaining Party elects to have the arbitration be non-binding and advisory.

(iv) Modification of the ADR Process: By mutual written agreement, the parties may bypass the steps described in (i), (ii) or (iii) above or may modify the time deadlines described therein.

(v) Applicable Procedures and Law: The parties hereby select the American Arbitration Association (the "Mediation/Arbitration Organization") to conduct the mediations/arbitrations hereunder. Except as expressly provided herein, all mediations/arbitrations shall be initiated, conducted and governed by the established rules and procedures of the American Arbitration Association. All mediation conferences and arbitration proceedings will be held in the offices of the Mediation/Arbitration Organization in the city where the Terminal is located. All fees and administrative costs of the mediations/arbitrations shall be shared equally and each party shall bear its own attorneys' fees and expenses in connection therewith. Neither party shall have the right to appeal an arbitration award, except on the grounds set forth in Section 10 of the United States Arbitration Act. There will be no right to a trial de novo.

(vi) Other Rights and Remedies: The ADR process described above shall be mandatory, and must be exhausted before the Complaining Party is entitled to exercise its other legal rights and remedies, in cases of an alleged breach of the Standards of Conduct set forth in Section 7 or the provisions of Section 8; provided however, ADR shall not be mandatory if the Complaining party has invoked the ADR process against the Offending Party in the prior six month period or at least twice previously since the effective date of the Agreement. In all other cases where ADR is not mandatory, the Complaining Party may, in lieu of invoking the ADR process, exercise its legal rights and remedies as provided in the Agreement or at law or in equity. However, once the Complaining Party initiates the ADR process, it must exhaust its rights under the ADR process and may not exercise its other legal rights and remedies until the dispute completes the ADR process described in (i), (ii) and (iii) above, and its rights to appeal a binding arbitration award shall be limited as stated above. In the event of a non-binding arbitration, the Complaining Party may, following completion of the ADR process, exercise its legal rights and remedies as provided in the Agreement or at law or in equity.

(F) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 of this Agreement at any time on thirty (30) days prior written notice to Licensee, in the event that: (i) Licensee materially deviates from the Service Assumptions set forth in Exhibit A; (ii) Licensee materially modifies its usage of the Terminal, including but not limited to its hours of operation, levels of service, departure or arrival times thereby imposing additional costs or expenses on Company. Upon notification of a change in rates, Licensee may either: (x) give written notice of its intent to discontinue its use of the terminal at the end of the 30 day notice period; or (y) agree to be bound by the modified rates at the end of the 30 day notice period. Failure to execute a written agreement to the new rates at the conclusion of the 30 day notice period shall be grounds for immediate termination of this Agreement.

If Licensee continues using the Terminal after the termination of this Agreement with Company's express or implied permission, such use shall be deemed to be under all of the terms, conditions and provisions of this Agreement, but the term shall not be deemed to have been extended or renewed. Licensee shall immediately discontinue any such use of the Terminal upon notice from Company that its express or implied permission to make such use is revoked.

16. The specified remedies to which one of the parties hereto may resort under the terms of this Agreement in the event of a default or violation hereof by the other party are cumulative and are not intended to be exclusive of any other remedies or means of redress which may be lawfully invoked under the circumstances. The failure of either party to insist upon strict performance in any one or more cases shall not be construed as a relinquishment or waiver for the future of the right to require full performance and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party giving the waiver. After the term hereof shall have terminated it shall not be extended or renewed as a result of Company accepting any payment from the Licensee, Company rendering any bill to the Licensee or Company acquiescing on the continued use of the Terminal by the Licensee.

17. Licensee is required to address any notice to Company at P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Contracts Administration, or to such other place as Company may from time to time designate by written notice to Licensee, with a copy to Company's Legal Department at the same address and all written notices to the Licensee shall be directed to Licensee at _____. Any notice given or required to be given pursuant to this Agreement or any of the provisions thereof shall be in writing and delivery of the same by United States Certified Mail, postage prepaid, in which event notice shall date from the time such Certified Mail is deposited in the United States mail.

18. The interest of Licensee under this Agreement is not transferable, nor may Licensee grant any sublicense pursuant hereto, without the prior written consent of Company, it being understood and agreed that this prohibition

applies not only to voluntary transfers but also to transfers by operation of law and all involuntary transfers, and that a change in the ownership of a majority of Licensee's capital stock shall be deemed a transfer of this Agreement. In the event Licensee shall dispose of or be divested of the operations to which this Agreement applies, or in the event of a change in the ownership of a majority of Licensee's stock, this Agreement shall automatically terminate, unless Company shall have consented in writing to the transfer of this Agreement in connection therewith.

19. It is hereby mutually agreed that this Agreement cancels and terminates, effective _____, _____ any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, provided, however, that such termination shall not affect any of the rights or obligations of the parties which may have accrued or arisen prior to the effective date of this Agreement.

20. This Agreement does not create the relationship of a partnership or joint venture and the parties agree that neither party shall assume any responsibility or liability for the acts or omissions of the other party.

21. Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of the respective parties hereto and their respective successors and assigns.

22. The prevailing party in any litigation hereunder shall be entitled to the recovery of its reasonable attorney's fees, court costs and other related expenses from the non-prevailing party or parties, as such amounts are fixed by the court in which such litigation was heard.

23. Interpretation and enforcement of this Agreement shall be in accordance with the laws of the state of Texas.

24. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. No modifications or amendments of this Agreement shall be valid unless in writing and executed by the duly authorized representatives of the contracting parties.

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

WITNESS

WITNESS

COMPANY:
GREYHOUND LINES, INC.

By _____

Title _____

LICENSEE:

By _____

Title _____

Approved as to form 4/24/07

EXHIBIT A
SERVICE ASSUMPTIONS

Licensee shall furnish Company with the following information which shall constitute the Service Assumptions at the Terminal.

1. Anticipated Daily/Monthly Volume of:

Connecting Passengers (with Company): _____

Through Passengers (Connecting at the Terminal with Licensee's other buses):

Through Passengers (Connecting at the Terminal with another tenant's buses):

Originating Passengers ticketed at Terminal: _____

Originating Passengers not ticketed at Terminal: _____

Terminating Passengers: _____

Package Express Forwarded: _____

Package Express Received: _____

2. Number of Meal/Rest Stops Anticipated:

EXHIBIT B STANDARDS OF CONDUCT

ALL COMPANY AND LICENSEE CARRIER EMPLOYEES AND AGENTS

No employee or agent of Company or the tenant carriers at the terminals, including customer service representatives and drivers, shall:

1. divert or attempt to divert passengers from one carrier to another;
2. ask, suggest, encourage, entice or in any manner or in any way solicit or cause passengers to change carriers;
3. threaten, intimidate or pressure a passenger to ride a particular bus;
4. impede, inhibit, block, interfere or prevent any passenger from using any carrier the passenger chooses;
5. ask to see the ticket of any passenger who is not seeking assistance. Drivers may ask to see the ticket of any passenger who is seeking to board the driver's bus;
6. fail to provide full, complete, accurate, and impartial information when answering any questions asked by a passenger;
7. provide inaccurate or misleading information to passengers with respect to schedules, routing, loading, gates, or expected departure or arrival times of any carrier or the operations, policies, or procedures of any terminal or carrier;
8. criticize another carrier's service or tell a passenger not to ride on the bus of another carrier;

DRIVERS ONLY

In addition to the above rules, no driver of any carrier operating into the terminal shall:

1. announce in any manner, other than through the authorized system of making departure announcements, the loading or departure of their service;
2. take a passenger's return portion of a round-trip ticket, or any portion of a passenger's trip that the driver does not perform, or give the passenger any receipt, transfer, or coupon that does not contain all information deemed necessary by a carrier seeking to reclaim against such receipt, transfer or coupon;
3. subject passengers to circuitous routing or routing that will strand the passenger enroute;
4. solicit passengers while in the terminal, driveways or loading areas;
5. loiter in the passenger waiting areas, ticketing areas, or information booths;
6. request a call for their schedule more than 20 minutes prior to the scheduled departure.
7. fail to call ahead to the terminal where passenger connections are to be made when running behind schedule; and
8. (*when off duty*) remain on the terminal property after completion of their driving assignment, other than while using the telephone, food service or restroom facilities, seeking shelter from inclement weather or for other personal reasons. Company drivers, if on layover or protection, may remain at the terminal in the designated area provided for drivers. While off-duty, drivers will continue to be governed by these rules;

ANNOUNCEMENTS AT THE TERMINALS

All public announcements for buses departing the terminals shall:

1. if first call, be made *no earlier than 20* minutes prior to departure and last call will be made when requested by the driver;
2. be made in an accurate, uniform, and audible manner;
3. be made in English, and Spanish if bilingual announcements are made at the terminal and employees or agents are available;
4. be made only by Company employees or agents;
5. be made in the order in which they were requested by drivers; and
6. be made by Company employees or agents from a specific script (see attached), or be initiated by Company employees or agents activating a recording device where available.

DEPARTURES FROM THE TERMINALS

1. All carriers shall endeavor to adhere to their published schedules.
2. All buses not being held for a connection shall depart at their scheduled departure time.
3. Buses awaiting a late connection may be held, at the carrier's option, for 15 minutes unless notified that the connection will be later. If notified that the connection will be later than 15 minutes, the departure may be held for such additional time, as a carrier may elect, for such late arriving bus. Nothing herein shall obligate Company to hold its buses for more than 30 minutes;
4. Licensee shall notify Company of the cancellation of any schedules at least 30 minutes prior to scheduled departure.

TELEPHONE INFORMATION AT THE TERMINALS

1. Company will provide current, accurate and impartial information for its tenants operating out of Company facilities relating to service operated by tenant from the facility in question.
2. Licensees will be responsible for providing current, accurate, and impartial information to Company.

TICKET SALES AT THE TERMINALS

All schedule information will be provided in a fair and impartial manner. Tickets shall be sold in an impartial manner, based on passengers' stated preference of carrier; when a passenger has no preference as to carrier, tickets will be offered based on the best scheduled arrival time, regardless of carrier.

CUSTOMER SERVICE REPRESENTATIVES

Company shall provide customer service representatives at the terminal to provide assistance to passengers of the terminal. Licensee carriers will not be permitted to have customer service representatives at the terminal.

**ATTACHMENT 1
ROUTES AND SCHEDULES**