B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT District of Delaware

PROOF OF CLAIM

Name of Debtor: CUSA KBC, LLC

Case Number: 12-10059(KG)

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COURT USE ONLY

NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Greyhound Lines Incorporated

Name and address where notices should be sent:
Attention: Tricia Martinez
350 North St. Paul Street
Dallas, Texas 75201-4240

Telephone number: (214) 849-7170 email: tricia.martinez@firstgroup.com

❒ Check this box if this claim amends a previously filed claim.

Court Claim Number:_____
(*If known*)

Filed on:_____

Name and address where payment should be sent (if different from above):

Telephone number: email:

❒ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ unliquidated

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

❒ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: See attached List of Bus Terminal License Agreements
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	**3a. Debtor may have scheduled account as:**	**3b. Uniform Claim Identifier (optional):**
____	_____ (See instruction #3a)	_____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ❒ Real Estate ❒ Motor Vehicle ❒ Other
Describe:

Value of Property: $_____

Annual Interest Rate_____**%** ❒ Fixed or ❒ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$_____

Basis for perfection: _____

Amount of Secured Claim: **$**_____

Amount Unsecured: **$**_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

❒ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

❒ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

❒ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

Amount entitled to priority:
$_____

❒ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

❒ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

❒ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date

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6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "**redacted**".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

❒ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ❒ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ❒ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Bill Gieseker
Title: Controller
Company: Greyhound Lines, Inc.
Address and telephone number (if different from notice address above):

(Signature) 3/20/12 (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Mail to:
United States Bankruptcy Court
Attn: Claims
824 Market Street, 3rd Floor
Wilmington, DE 19801

CUSA KBC, LLC

Proof of Claim Attachment

Case Number: 12-10059(KG)

List of Bus Terminal License Agreements

Bus Terminal License Agreement dated 9/17/2003 (Austin, Texas)

Bus Terminal License Agreement dated 1/1/1997 (Big Spring, Texas)

Bus Terminal License Agreement dated 9/17/2003 (Dallas, Texas)

Amendment to Bus Terminal License Agreement dated 11/1/2007 (Fort Worth, Texas)

Bus Terminal License Agreement dated 9/17/2003 (Fort Worth, Texas)

Bus Terminal License Agreement dated 9/17/2003 (Houston, Texas)

Bus Terminal License Agreement dated 9/17/2003 (Longview, Texas)

Bus Terminal License Agreement dated 9/17/2003 (Marshall, Texas)

Bus Terminal License Agreement dated 9/17/2003 (San Antonio, Texas)

Bus Terminal License Agreement dated 9/17/2003 (Shreveport, Louisiana)

Bus Terminal License Agreement dated 9/17/2003 (Texarkana, Arkansas)

Bus Terminal License Agreement dated 9/17/2003 (Tyler, Texas)

ORIGINAL Agency No 6853 Austin, TX

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **916 East Koenig Lane, Austin, TX 78701**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **six (6)** bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Sixteen** percent (**16%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Sixteen** percent (**16%**) 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 **$1,500.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior 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 **17th** day of **September, 2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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 cost[illegible]r expenses on Company; (iii) Compa[illegible]s costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By _____

Title Manager, Contract/Agency Administration

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By _____

Title _____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
AUSTIN, TX
APPENDIX 1
ROUTES AND SCHEDULES

For Further Information Call:

458-3823 · 836-2912 · 759-6531

EL PASO–SAN ANTONIO–DALLAS — AUSTIN — BRENHAM — HOUSTON — NEW ORLEANS

READ DOWN — READ UP

211	209	207	205	203	201	SCHEDULE NUMBER	202	204	200	206	208	210
						Folder No. **786** 10-1-02 FREQUENCY	NOTE					
.....	*7 45*	.....	.....	*7 45*	.....	Lv *El Paso, TX* ..... (MT) *(481)* **GL** Ar	.....	.....	.....	.....	.....	.....
.....	*1 15*	.....	.....	*1 15*	.....	Lv *Fort Stockton* ..... *(780)* Ar	.....	.....	.....	.....	.....	.....
.....	*10 45*	.....	.....	*10 45*	.....	Ar *Austin, TX* ..... *(781)* Lv	.....	.....	.....	.....	.....	.....
.....	*7 00*	.....	.....	*7 00*	.....	Lv *Amarillo, TX* ..... *(816)* **TNO** Ar	.....	.....	.....	.....	.....	.....
.....	*11 05*	.....	.....	*11 05*	.....	Lv *Lubbock* ..... *(816)* **TNO** Ar	.....	.....	.....	.....	.....	.....
.....	*1 40*	.....	.....	*1 40*	.....	Lv *Big Spring* ..... *(787)* Ar	.....	.....	.....	.....	.....	.....
.....	*3 10*	.....	.....	*3 10*	.....	Lv *San Angelo* ..... *(787)* Ar	.....	.....	.....	.....	.....	.....
.....	*10 45*	.....	.....	*10 45*	.....	Ar *Austin, TX* Lv	.....	.....	.....	.....	.....	.....
.....	*11 15*	.....	*5 00*	*9 00*	.....	Lv *San Antonio, TX* ..... *(484)* **GL** Ar	*1 05*	*3 20*	.....	*6 25*	.....	.....
.....	*11 55*	.....	*5 40*	*9 40*	.....	Lv *New Braunfels* ..... Ar	*12 25*	↑	.....	*5 40*	.....	.....
.....	*12 15*	.....	*6 00*	*10 10*	.....	Lv *San Marcos* ..... Ar	*12 01*	↑	.....	*5 20*	.....	.....
.....	*1 00*	.....	*6 45*	*10 50*	.....	Ar *Austin, TX* ..... *(484)* **GL** Lv	*11 20*	*1 50*	.....	*4 40*	.....	.....
8 15	.....	.....	*2 15*	*7 45*	.....	Lv *Dallas, TX* ..... *(484)* **GL** Ar	*3 00*	*6 05*	.....	*5 45*	.....	.....
10 15	.....	.....	↓	↓	.....	Lv *Waco, TX* ..... Ar	*1 15*	*3 50*	.....	*6 40*	.....	.....
12 01	.....	.....	*5 00*	↓	.....	Lv *Killeen, TX* ..... **ARO** Ar	*11 00*	*2 25*	.....	*5 10*	.....	.....
11 15	.....	.....	↓	↓	.....	Lv *Temple, TX* ..... *(484)* **GL** Ar	*12 30*	*3 05*	.....	*5 55*	.....	.....
1 35	.....	.....	*6 15*	*10 50*	.....	Ar *Austin, TX* Lv	*11 10*	*1 15*	.....	*3 30*	.....	.....
5 30	**3 00**	**1 30**	**12 01**	**10 00**	**8 00**	Lv ▲**AUSTIN, TX** 🚌 *(LB)* ..... (CT) **KBC** Ar	10 50	**1 30**	**3 30**	**6 30**	**8 30**	**9 45**
↓	**3 10**	↓	↓	↓	↓	**Austin Substation**	↑	**1 00**	**3 15**	↓	↓	↓
↓	**3 30**	↓	↓	↓	↓	▲**Bastrop** *(LB)*	↑	**12 20**	↑	↓	↓	↓
↓	**D**	↓	↓	↓	↓	**Smithville** *(LB)*	↑	**D**	↑	↓	↓	↓
↓	**4 15**	↓	↓	↓	↓	▲**La Grange** *(LB)*	↑	**11 45**	↑	↓	↓	↓
↓	**D**	↓	↓	↓	↓	**Columbus**	↑	**D**	↑	↓	↓	↓
↓	↓	**2 00**	↓	**10 25**	↓	▲**Elgin** *(LB)*	↑	↑	↑	**6 00**	↓	**D**
↓	↓	**2 25**	↓	**11 50**	↓	▲**Giddings** *(LB)*	↑	↑	↑	**5 20**	↓	**D**
↓	↓	**3 10**	↓	**11 20**	↓	Ar ▲**Brenham** *(LB)* Lv	↑	↑	↑	**4 50**	↓	**8 05**
↓	↓	**3 15**	↓	**11 25**	↓	Lv ▲**Brenham** *(LB)* ..... Ar	↑	↑	↑	**4 45**	↓	**8 00**
↓	**5 00**	↓	↓	↓	↓	▲**Sealy** *(LB)*	↑	**11 00**	↑	↑	↓	↑
↓	**5 30**	↓	↓	↓	↓	▲**Katy**	↑	**10 30**	↑	↑	↓	↓
↓	↓	**3 50**	↓	**12 05**	↓	▲**Prairie View**	↑	↑	↑	**4 00**	↓	**7 30**
8 15	**6 30**	**4 45**	**2 45**	**1 15**	**10 45**	Crosstimbers	8 05	↑	↑	**3 15**	**5 45**	**6 45**
8 30		**5 00**	**3 00**	**1 30**	**11 00**	Ar ▲**HOUSTON, TX** 🚌 ..... (CT) **KBC** Lv	7 50	**10 00**	**12 30**	**3 00**	**5 30**	**6 30**
7 30	.....	*5 30*	.....	.....	.....	Lv *Houston, TX* ..... (CT) *(462)* **GL** Ar	*8 00*	*9 45*	.....	.....	.....	.....
8 15	.....	*6 15*	.....	.....	.....	Ar *LaMarque, TX* Lv	*7 10*	*9 00*	.....	.....	.....	.....
8 35	.....	*6 45*	.....	.....	.....	Ar *Galveston, TX* Lv	*6 45*	*8 40*	.....	.....	.....	.....

❩ — Agency Closed (No agent on duty).

NOTE — Changes to schedule 202 effective October 16, 2002.

0786-1203cb

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL

Agency No. 0079

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the 1st day of January, 1997 by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and KERRVILLE BUS COMPANY, INC. a ____ corporation with offices at One Schreiner Center, 819 Water Street, Suite 320, Kerrville, TX 78028-5343 hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at 311 East 3rd Street, Big Spring, Texas 79720; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 three (3) bus departures ("Departures") from the Terminal in any given day. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No increase in the number of Departures by Licensee may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration. If the Company reasonably determines that any such additional Departure or Departures cannot be accommodated at the Terminal for reason of lack of docking space, lack of staffing and/or lack of Terminal space to accommodate passengers, Company shall so notify Licensee in writing within 15 days of receipt of Licensee's notice of increased Departures. In the absence of such written notice by Company to Licensee, the increased Departure(s) shall be deemed to be authorized by Company. In the event Company notifies Licensee, as provided above, that any additional Departure cannot be accommodated, Company shall, at Licensee's request, provide information to Licensee with respect to alternative time periods, if any, in which such additional Departure or Departures could be accommodated, and if Licensee elects to institute such additional Departure during one of such alternative time periods, Company shall authorize such additional Departure.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) Twenty-five percent (25%) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) Twenty-five percent (25%) 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 $1,000.00.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A) and (B). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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 tickets and 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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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 or by a centralized telephone information center ("TIC"), if available for that location. Beginning on and after the later of (a) September 30, 1993 (b) the earliest date by which a new number may be listed in local telephone books and Yellow Pages if notice is given to the publisher by September 30, 1992 (the later of (a) or (b) being referred to hereafter as the "Telephone Separation Date"), if fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information after the Telephone Separation Date, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior 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 1st day of January, 1997, 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 six (6) 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; 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(D) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices

to the Licensee shall be directed to Licensee at One Schreiner Center, 819 Water Street, Suite 320, Kerrville, Texas 78028-5343. 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 January 1, 1997, any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated March 1, 1993 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

COMPANY:
GREYHOUND LINES, INC.

By Ted Burk
Title VP Customer Service

WITNESS

LICENSEE:
KERRVILLE BUS COMPANY, INC.

By
Title President

KERRVILLE BUS COMPANY, INC.
BIG SPRING, TEXAS
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:***	DAILY	MONTHLY
	CONNECTING PASSENGERS (WITH COMPANY)	24	730
	THROUGH PASSENGERS(CONNECTING AT THE TERMINAL WITH LICENSEE'S OTHER BUSES):	0	0
	THROUGH PASSENGERS (CONNECTING AT THE TERMINAL WITH ANOTHER TENANT'S BUSES):	36	1095
	ORIGINATING PASSENGERS TICKETED AT TERMINAL:	6	183
	ORIGINATING PASSENGERS NOT TICKETED AT TERMINAL:	0	0
	TERMINATING PASSENGERS:	3	91
	PACKAGE EXPRESS FORWARDED:	information unavailable	
	PACKAGE EXPRESS RECEIVED:	information unavailable	

2 ***NUMBER OF DAILY DEPARTURES:***

MINIMUM: 3

MAXIMUM: 3

3 ***ANTICIPATED HOURS OF OPERATION:***

DEPARTURE TIMES: see current Russell's guide

ARRIVAL TIMES: see current Russell's guide

4 ***NUMBER OF MEAL/REST STOPS ANTICIPATED:***

see current Russell's guide

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.

FC-125 (4/92)

ADDENDUM I

FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc., or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20, -50 and -741 and the Americans with Disabilities Act of 1990 (42 USC 2101 et seq). Contractor certifies that it will comply with and be bound by the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965,

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment operating of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL

Agency No 6856
Dallas, TX

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **205 South Lamar Street, Dallas, TX 75202**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **three** (**3**) bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Thirty** percent (**30%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Thirty** percent (**30%**) 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 **$1,600.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior 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 **17th** day of **September**, **2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By _____

Title Manager, Contract/Agency Administration

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By _____

Title _____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
DALLAS, TX
APPENDIX 1
ROUTES AND SCHEDULES

DALLAS—SAN ANGELO—DEL RIO—EAGLE PASS

READ DOWN — READ UP

603	⟵ SCHEDULE NUMBER ⟶		604
Dallas / Eagle Pass	Folder No. 799 5-1-03 FREQUENCY		Eagle Pass / Dallas
8 45	Lv ▲WEST DALLAS, TX	Ar	
9 30	Lv ▲Dallas, TX	Ar	8 05
‖	▲West Dallas		D
10 05	Ar ▲Fort Worth, TX	Lv	7 30
3 35	Lv *Wichita Falls, TX (820)*	Ar	*9 50*
6 00	Ar *Fort Worth, TX*	Lv	*7 40*
10 10	Lv ▲Fort Worth, TX	Ar	7 25
11 30	Ar ▲Stephenville (LB)	Lv	❯ 6 05
11 35	Lv ▲Stephenville (LB)	Ar	❯ 6 00
HS	Dublin		HS
HS	Procter		HS
HS	Hasse		HS
12 05	▲Comanche (LB)		❯ 5 25
HS	Blanket		HS
12 40	Ar ▲Brownwood, TX (LB)	Lv	4 55
12 45	Lv ▲Brownwood, TX (LB)	Ar	4 50
HS	Santa Anna		HS
1 45	Ar ▲Ballinger (LB)	Lv	3 50
2 10	Lv ▲Ballinger (LB)	Ar	3 30
HS	Rowena		HS
HS	Miles		HS
2 45	Ar ▲San Angelo, TX (LB)	Lv	2 55
7 30	Lv *Lubbock, TX*	Ar	*11 15*
12 40	Ar *San Angelo, TX (787)*	Lv	*6 45*
.....	Lv *Abilene, TX*	Ar	*8 35*
.....	Ar *San Angelo, TX (3972)*	Lv	*6 35*
2 50	Lv ▲San Angelo, TX (LB)	Ar	2 50
HS	Christoval		HS
3 30	▲Eldorado (LB)		2 05
4 00	Ar ▲Sonora, TX (LB)	Lv	1 40
3 30	Lv *El Paso, TX (481)* GL	Ar	*10 45*
11 40	Ar *Sonora, TX*	Lv	*4 25*
4 05	Lv ▲Sonora, TX (LB)	Ar	1 35
HS	Lorna Alta		HS
5 30	Ar ▲Del Rio (LB)	Lv	h11 55
5 35	Lv ▲Del Rio (LB)	Ar	h11 45
6 40	Ar ▲EAGLE PASS, TX (LB)	Lv	10 50

❯ — Agency closed (No agent on duty). 0799-0506cb
h — Hold for connection.
✕ — Meal or lunch stop.

DALLAS—TYLER—SHREVEPORT—NEW ORLEANS

READ DOWN — READ UP

512	516	⟵ SCHEDULE NUMBER ⟶		513	515	
Dallas / B. Rouge	Dallas / N. Orleans	Folder No. 797 5-1-03 FREQUENCY		N. Orleans / Dallas	N. Orleans / Dallas	
2 45	*10 25*	Lv *Oklahoma City, OK*	Ar	*7 00*	*9 30*	.....
7 15	2 25	Ar *Dallas, TX (362)*	Lv	3 05	5 00	.....
11 15	6 55	Lv *Amarillo, TX*	Ar	6 35	2 35	.....
6 50	2 15	Ar *Dallas, TX (820)*	Lv	*11 30*	*6 40*	.....
6 35	*10 25*	Lv *Abilene, TX (480)*	Ar	3 05	5 55	.....
10 45	1 45	Ar *Dallas, TX*	Lv	*11 30*	*1 45*	.....
11 30	7 00	Lv ▲DALLAS, TX	Ar	8 15	1 15	.....
1 20	8 35	Ar ▲Tyler, TX (LB)	Lv	6 45	11 40	.....
1 25	8 40	Lv ▲Tyler, TX (LB)	Ar	6 40	11 35	.....
1 55	9 10	Ar ▲Kilgore, TX (LB)	Lv	6 15	❯ 11 05	.....
h 2 15	9 30	Ar ▲Longview, TX (LB)	Lv	❯ 5 55	❯ 10 45	.....
h 2 15	‖	Lv *Longview, TX (LB) (793)*	Ar	*5 30*	‖	.....
3 55	‖	Ar *Nacogdoches, TX*	Lv	*4 10*	‖	.....
4 35	‖	Ar *Lufkin, TX*	Lv	*3 35*	‖	.....
7 25	▼	Ar *Houston, TX*	Lv	*1 00*	▲	.....
h 2 20	9 35	Lv ▲Longview, TX (LB)	Ar	5 50	10 40	.....
2 45	9 55	▲Marshall, TX (LB)		5 25	❯ 10 15	.....
3 30	10 35	Ar ▲Shreveport, LA (LB)	Lv	4 45	9 45	.....
5 00	11 15	Lv *Shreveport, LA (457)*	Ar	3 35	8 10	.....
7 50	1 45	Ar *Alexandria, LA*	Lv	12 45	5 40	.....
10 55	5 15	Ar *Baton Rouge, LA*	Lv	9 00	3 25	.....
1 05	8 10	Ar *NEW ORLEANS, LA*	Lv	6 30	.....	.....

❯ — Agency Closed (No agent on duty). 0797-0605cb

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Agency #6859
Ft. Worth, TX

AMENDMENT

This Amendment is made to be effective the **1st** of **November 2007**, by and between GREYHOUND LINES, INC., a Delaware corporation, ("Greyhound"), and **CUSA KBC L.L.C** ("Contractor").

WHEREAS, the parties hereto entered into that certain Bus Terminal License Agreement ("Agreement") dated **September 17, 2003**; and

WHEREAS, the parties desire to amend the Agreement in accordance with the terms set forth below.

IT IS HEREBY AGREED, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration in hand paid, the parties hereto agree as follows:

1. The Agreement is hereby amended by deleting and inserting in its stead the following:

1. (A) Licensee shall operate no more than **two (2)** 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, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Twenty-six** percent (**26%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Twenty-six** percent (**26%**) 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 **$500.00**.

2. Except as otherwise provided herein, the terms and provisions of the Agreement, as previously modified or amended, shall remain in full force and effect.

This Amendment is executed to be made effective the day and year first above written.

GREYHOUND LINES, INC. a Delaware corporation	CONTRACTOR:
By: _____	By: _____
Title: _____	Title: _____

Approved by Legal 2/27/02

ORIGINAL

Agency No 6859
Fort Worth, TX

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **901 Commerce Street, Fort Worth, TX 76102**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **two** (**2**) bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Seventeen** percent (**17%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Seventeen** percent (**17%**) 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 **$1,600.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior written notice.

13. In the event of a strike, lockout, labor controversy, act of God or of any cause 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 **17th** day of **September, 2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By _____

Title Manager, Contract/Agency Administration

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By _____

Title _____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
FORT WORTH, TX
APPENDIX 1
ROUTES AND SCHEDULES

DALLAS—SAN ANGELO—DEL RIO—EAGLE PASS

READ DOWN — READ UP

603	⟵ SCHEDULE NUMBER ⟶			604
Dallas / Eagle Pass	Folder No. 799 5-1-03			Eagle Pass / Dallas
	⟵ FREQUENCY ⟶			
8 45	Lv ▲WEST DALLAS, TX		Ar	.....
9 30	Lv ▲Dallas, TX		Ar	8 05
⇓	▲West Dallas			D
10 05	Ar ▲Fort Worth, TX		Lv	7 30
3 35	Lv *Wichita Falls, TX*	*(820)*	Ar	*9 50*
6 00	Ar *Fort Worth, TX*		Lv	*7 40*
10 10	Lv ▲Fort Worth, TX		Ar	7 25
11 30	Ar ▲Stephenville (LB)		Lv	❩ 6 05
11 35	Lv ▲Stephenville (LB)		Ar	❩ 6 00
HS	Dublin			HS
HS	Procter			HS
HS	Hasse			HS
12 05	▲Comanche (LB)			❩ 5 25
HS	Blanket			HS
12 40	Ar ▲Brownwood, TX (LB)		Lv	4 55
12 45	Lv ▲Brownwood, TX (LB)		Ar	4 50
HS	Santa Anna			HS
1 45	Ar ▲Ballinger (LB)		Lv	3 50
2 10	Lv ▲Ballinger (LB)		Ar	3 30
HS	Rowena			HS
HS	Miles			HS
2 45	Ar ▲San Angelo, TX (LB)		Lv	2 55
7 30	Lv *Lubbock, TX*		Ar	*11 15*
12 40	Ar *San Angelo, TX*	*(787)*	Lv	*6 45*
.....	Lv *Abilene, TX*		Ar	*8 35*
.....	Ar *San Angelo, TX*	*(3972)*	Lv	*6 35*
2 50	Lv ▲San Angelo, TX (LB)		Ar	2 50
HS	Christoval			HS
3 30	▲Eldorado (LB)			2 05
4 00	Ar ▲Sonora, TX (LB)		Lv	1 40
3 30	Lv *El Paso, TX*	*(481)* GL	Ar	*10 45*
11 40	Ar *Sonora, TX*		Lv	*4 25*
4 05	Lv ▲Sonora, TX (LB)		Ar	1 35
HS	Loma Alta			HS
5 30	Ar ▲Del Rio (LB)		Lv	h11 55
5 35	Lv ▲Del Rio (LB)		Ar	h11 45
6 40	Ar ▲EAGLE PASS, TX (LB)		Lv	10 50

❩ — Agency closed (No agent on duty). 0799-0506cb
h — Hold for connection.
✕ — Meal or lunch stop.

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL

Agency No 6860
Houston, TX

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **2121 South Main, Houston, TX 77002**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **twelve (12)** bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Twenty-one** percent (**21%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Twenty-one** percent (**21%**) 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 **$4,500.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior 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 **17th** day of **September**, **2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By _____

Manager, Contract/Agency Administration

Title _____

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By _____

Title _____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
HOUSTON, TX
APPENDIX 1
PAGE 1 OF 2
ROUTES AND SCHEDULES

For Further Information Call:

458-3823 836-2912 759-6531

EL PASO–SAN ANTONIO–DALLAS AUSTIN — BRENHAM — HOUSTON NEW ORLEANS

READ DOWN — READ UP

211	209	207	205	203	201	SCHEDULE NUMBER	202	204	200	206	208	210
						Folder No. **786** 10-1-02 FREQUENCY	NOTE					
.....	*7 45*	.....	.....	*7 45*	.....	Lv *El Paso, TX* ..... (MT) *(481)* **GL** Ar	.....	.....	.....	.....	.....	.....
.....	*1 15*	.....	.....	*1 15*	.....	Lv *Fort Stockton* ..... *(780)* Ar	.....	.....	.....	.....	.....	.....
.....	*10 45*	.....	.....	*10 45*	.....	Ar *Austin, TX* ..... *(781)* Lv	.....	.....	.....	.....	.....	.....
.....	*7 00*	.....	.....	*7 00*	.....	Lv *Amarillo, TX* ..... *(816)* **TNO** Ar	.....	.....	.....	.....	.....	.....
.....	*11 05*	.....	.....	*11 05*	.....	Lv *Lubbock* ..... *(816)* **TNO** Ar	.....	.....	.....	.....	.....	.....
.....	*1 40*	.....	.....	*1 40*	.....	Lv *Big Spring* ..... *(787)* Ar	.....	.....	.....	.....	.....	.....
.....	*3 10*	.....	.....	*3 10*	.....	Lv *San Angelo* ..... *(787)* Ar	.....	.....	.....	.....	.....	.....
.....	*10 45*	.....	.....	*10 45*	.....	Ar *Austin, TX* Lv	.....	.....	.....	.....	.....	.....
.....	*11 15*	.....	*5 00*	*9 00*	.....	Lv *San Antonio, TX* ..... *(484)* **GL** Ar	*1 05*	*3 20*	.....	*6 25*	.....	.....
.....	*11 55*	.....	*5 40*	*9 40*	.....	Lv *New Braunfels* ..... Ar	*12 25*	↑	.....	*5 40*	.....	.....
.....	*12 15*	.....	*6 00*	*10 10*	.....	Lv *San Marcos* ..... Ar	*12 01*	↑	.....	*5 20*	.....	.....
.....	*1 00*	.....	*6 45*	*10 50*	.....	Ar *Austin, TX* ..... *(484)* **GL** Lv	*11 20*	*1 50*	.....	*4 40*	.....	.....
8 15	.....	.....	*2 15*	*7 45*	.....	Lv *Dallas, TX* ..... *(484)* **GL** Ar	*3 00*	*6 05*	.....	*5 45*	.....	.....
10 15	.....	.....	↓	↓	.....	Lv *Waco, TX* ..... Ar	*1 15*	*3 50*	.....	*6 40*	.....	.....
12 01	.....	.....	*5 00*	↓	.....	Lv *Killeen, TX* ..... **ARO** Ar	*11 00*	*2 25*	.....	*5 10*	.....	.....
11 15	.....	.....	↓	↓	.....	Lv *Temple, TX* ..... *(484)* **GL** Ar	*12 30*	*3 05*	.....	*5 55*	.....	.....
1 35	.....	.....	*6 15*	*10 50*	.....	Ar *Austin, TX* Lv	*11 10*	*1 15*	.....	*3 30*	.....	.....
5 30	**3 00**	**1 30**	**12 01**	**10 00**	**8 00**	Lv ▲**AUSTIN, TX** 🚌 *(LB)* ..... (CT) **KBC** Ar	10 50	**1 30**	**3 30**	**6 30**	**8 30**	**9 45**
↓	**3 10**	↓	↓	↓	↓	**Austin Substation**	↑	**1 00**	**3 15**	↑	↑	↑
↓	**3 30**	↓	↓	↓	↓	▲**Bastrop** *(LB)*	↑	**12 20**	↑	↑	↑	↑
↓	**D**	↓	↓	↓	↓	**Smithville** *(LB)*	↑	**D**	↑	↑	↑	↑
↓	**4 15**	↓	↓	↓	↓	▲**La Grange** *(LB)*	↑	**11 45**	↑	↑	↑	↑
↓	**D**	↓	↓	↓	↓	**Columbus**	↑	**D**	↑	↑	↑	↑
↓	↓	**2 00**	↓	**10 25**	↓	▲**Elgin** *(LB)*	↑	↑	↑	**6 00**	↑	**D**
↓	↓	**2 25**	↓	**11 50**	↓	▲**Giddings** *(LB)*	↑	↑	↑	**5 20**	↑	**D**
↓	↓	**3 10**	↓	**11 20**	↓	Ar ▲**Brenham** *(LB)* Lv	↑	↑	↑	**4 50**	↑	**8 05**
↓	**5 00**	**3 15**	↓	**11 25**	↓	Lv ▲**Brenham** *(LB)* ..... Ar	↑	↑	↑	**4 45**	↑	**8 00**
↓	**5 30**	↓	↓	↓	↓	▲**Sealy** *(LB)*	↑	**11 00**	↑	↑	↑	↑
↓	↓	**3 50**	↓	**12 05**	↓	▲**Katy**	↑	**10 30**	↑	↑	↑	↑
8 15	**6 30**	**4 45**	**2 45**	**1 15**	**10 45**	▲**Prairie View**	↑	↑	↑	**4 00**	↑	**7 30**
8 30	↓	**5 00**	**3 00**	**1 30**	**11 00**	Crosstimbers	8 05	↑	↑	**3 15**	**5 45**	**6 45**
						Ar ▲**HOUSTON, TX** 🚌 ..... (CT) **KBC** Lv	7 50	10 00	12 30	3 00	5 30	6 30
7 30	.....	*5 30*	.....	.....	.....	Lv *Houston, TX* ..... (CT) *(462)* **GL** Ar	*8 00*	*9 45*	.....	.....	.....	.....
8 15	.....	*6 15*	.....	.....	.....	Ar *LaMarque, TX* Lv	*7 10*	*9 00*	.....	.....	.....	.....
8 35	.....	*6 45*	.....	.....	.....	Ar *Galveston, TX* Lv	*6 45*	*8 40*	.....	.....	.....	.....

❩ — Agency Closed (No agent on duty).

NOTE — Changes to schedule 202 effective October 16, 2002.

0786-1203cb

CUSA KBC, L.L.C.
HOUSTON, TX
APPENDIX 1
PAGE 2 OF 2
ROUTES AND SCHEDULES

SHREVEPORT—HOUSTON

READ DOWN — READ UP

817	802	813	810	SCHEDULE NUMBER	812	816	814	818
Ft. Smith Houston	Shreveport Houston	Ft. Smith Houston	Shreveport Houston	Folder No. 793 3-1-03 FREQUENCY	Houston Ft. Smith	Houston Ft. Smith	Houston Shreveport	Houston Shreveport
12 30	.....	7 00	.....	Lv *Kansas City, MO* .....(753) Ar	11 05	6 40	.....	.....
4 10	.....	10 40	.....	At *Joplin, MO* Lv	8 10	2 50	.....	.....
5 15	.....	10 58	.....	Lv *Joplin, MO* .....(753) Ar	8 00	2 40	.....	.....
9 30	.....	2 40	.....	At *Fort Smith, AR* Lv	4 10	11 00	.....	.....
817		813		SHEDULE NUMBER	812	816		
10 00	.....	3 30	.....	Lv ▲FORT SMITH, AR ..... Ar	4 05	10 10	.....	.....
11 30	.....	❯ 4 55	.....	Lv ▲Mena *(LB)* ..... Ar	2 35	❯ 8 25	.....	.....
11 35	.....	5 00	.....	At ▲Mena *(LB)* Lv	2 35	8 20	.....	.....
12 35	.....	❯ 6 00	.....	▲De Queen *(LB)*	1 35	❯ 7 20	.....	.....
12 55	.....	❯ 6 25	.....	▲Lockesburg *(LB)*	1 15	❯ 7 00	.....	.....
HS	.....	HS	.....	Ashdown	HS	HS	.....	.....
1 40	.....	7 00	.....	At ▲TEXARKANA, AR Lv	12 30	6 15	.....	.....
7 45	.....	2 15	.....	Lv *Memphis, TN* .....(478) Ar	7 55	2 35	.....	.....
11 00	.....	⇓	.....	Lv *Little Rock, AR* .....(478) Ar	5 10	12 05	.....	.....
1 20	.....	7 05	.....	At *Texarkana, AR* .....(478) Lv	2 40	9 15	.....	.....
2 05	.....	7 35	.....	Lv *Texarkana, AR* ..... Ar	2 10	8 45	.....	.....
5 00	.....	11 25	.....	At *Dallas, TX* Lv	11 15	4 30	.....	.....
817	802	813		SCHEDULE NUMBER	812	816		
2 15	.....	7 20	.....	Lv ▲TEXARKANA, AR ..... Ar	12 20	6 05	.....	.....
3 45	.....	8 45	.....	At ▲SHREVEPORT, LA Lv	11 00	4 45	.....	.....
11 30	7 00	.....	3 00	Lv *Dallas, TX* .....(437)(797) Ar	5 00	10 20	3 30	7 15
4 00	10 35	.....	6 00	At *Shreveport, LA* Lv	12 30	5 45	12 01	3 30
12 35	7 00	.....	2 20	Lv *Jackson, MS* .....(437) Ar	5 35	10 15	3 55	8 00
5 15	11 55	.....	6 00	At *Shreveport, LA* Lv	12 30	5 20	12 25	3 30
804	802	806	810	SCHEDULE NUMBER	809	803	805	807
5 15	1 00	9 45	7 00	Lv ▲SHREVEPORT, LA ..... Ar	10 30	3 30	7 15	3 15
6 15	⇓	‖	7 50	▲Mansfield, LA *(LB)*	‖	2 35	⇑	‖
6 45	‖	‖	8 15	⊕Logansport, LA *(LB)*	‖	2 05	‖	‖
‖	1 30	‖	‖	▲Marshall, TX *(LB)*	‖	‖	❯ 6 25	‖
‖	h 2 00	‖	‖	At ▲Longview, TX *(LB)* Lv	‖	‖	5 45	‖
‖	11 30	‖	‖	Lv *Dallas, TX* .....(797) Ar	‖	‖	8 15	‖
‖	1 25	‖	‖	Lv *Tyler, TX* .....(797) Ar	‖	‖	6 40	‖
‖	1 55	‖	‖	Lv *Kilgore, TX (LB)* .....(797) Ar	‖	‖	6 15	‖
‖	2 15	‖	‖	At *Longview, TX* .....(797) Lv	‖	‖	5 55	‖
‖	h 2 15	⇓	‖	Lv Longview, TX ..... Ar	⇓	‖	5 30	⇓
‖	⇓	10 40	‖	▲Carthage, TX *(LB)*	❯ 8 45	‖	⇑	HS
‖	2 45	11 10	‖	▲Henderson, TX *(LB)*	8 20	‖	5 00	HS
7 15	⇓	⇓	8 40	▲Center, TX *(LB)*	⇑	1 45	⇑	⇑
❯ 7 55	3 55	12 01	9 25	Ar ▲Nacogdoches, TX *(LB)* Lv	❯ 7 35	1 00	4 10	❯ 12 35
❯ 7 55	4 10	12 05	9 25	Lv ▲Nacogdoches, TX *(LB)* ..... Ar	❯ 7 30	12 55	4 05	❯ 12 30
❯ 8 10	4 35	12 30	9 55	As ▲Lufkin, TX *(LB)* Lv	❯ 7 05	12 25	3 35	❯ 12 05
❯ 8 10	4 35	12 30	9 55	Lv ▲Lufkin, TX *(LB)* ..... Ar	❯ 7 05	12 20	3 35	❯ 12 05
8 35	5 10	1 05	10 25	▲Corrigan, TX	❯ 6 30	11 45	3 05	❯ 11 30
❯ 9 05	5 40	1 35	10 55	Ar ▲Livingston, TX *(LB)* Lv	❯ 6 05	11 10	2 35	❯ 11 05
❯ 9 10	5 45	1 40	11 00	Lv ▲Livingston, TX *(LB)* ..... Ar	❯ 6 00	11 00	2 30	❯ 11 05
❯ 9 35	❯ 6 20	2 15	11 35	▲Cleveland, TX *(LB)*	❯ 5 25	10 30	2 05	❯ 10 35
❯ 10 05	❯ 6 55	2 50	12 10	▲Humble, TX *(LB)*	❯ 5 00	10 00	1 30	❯ 10 00
10 35	7 25	3 30	12 40	At ▲HOUSTON, TX Lv	4 30	9 30	1 00	9 30
12 40	9 30	4 45	1 00	Lv *Houston, TX* .....(486) Ar	2 45	7 30	11 59	8 15
3 55	12 45	8 00	4 15	At *San Antonio, TX* Lv	11 15	4 15	8 30	5 00
12 45	9 30	4 00	4 00	Lv *Houston, TX* .....(499) Ar	3 15	5 30	.....	8 30
4 45	2 20	9 20	9 20	At *Corpus Christi* Lv	11 20	12 50	.....	3 00
9 00	5 40	1 15	1 15	At *Brownsville, TX* Lv	7 15	9 20	.....	11 30
.....	.....	5 30	3 00	Lv *Houston, TX* ..... Ar	.....	.....	11 00	8 30
.....	.....	8 30	6 30	At *Austin, TX* .....(786) Lv	.....	.....	8 00	5 30
11 15	11 15	4 15	4 15	Lv *Houston, TX* .....(462) Ar	1 15	5 30	10 45	8 45
1 50	1 50	6 50	6 50	At *Lake Charles, LA* Lv	10 30	2 55	7 05	6 00
7 30	.....	.....	5 30	Lv *Houston, TX* .....(800) KBC Ar	.....	.....	9 45	8 00
8 35	.....	.....	6 45	At *Galveston, TX* Lv	.....	.....	8 40	6 45

❯ — Agency Closed (No agent on duty).

0793-0506cb

HOUSTON—TEXAS CITY—GALVESTON

READ DOWN — READ UP

306	302	SCHEDULE NUMBER	301	305
		Folder No. 800 7-16-02 FREQUENCY		
9 45	.....	Lv *Shreveport, LA* .....(793) KBC Ar	7 15	3 15
3 30	.....	Ar *Houston, TX* Lv	1 00	9 30
7 00	10 10	Lv *Brownsville, TX* .....(499) GL Ar	9 10	5 35
3 45	5 30	Ar *Houston, TX* Lv	11 45	10 00
1 45	1 45	Lv *San Antonio, TX* .....(486) GL Ar	3 15	12 45
5 00	5 00	Ar *Houston, TX* Lv	11 45	9 30
1 30	.....	Lv *Austin, TX* .....(786) KBC Ar	1 30	.....
5 00	.....	Ar *Houston, TX* Lv	10 00	.....
11 15	10 35	Lv *Dallas, TX* .....(497) GL Ar	4 00	2 20
3 25	3 00	Ar *Houston, TX* Lv	11 30	10 15
.....	10 40	Lv *New Orleans, LA* .....(462) GL Ar	9 00	6 20
.....	5 30	Ar *Houston, TX* Lv	12 30	11 15
① 5 15	.....	Lv Ⓟ HOUSTON, TX *(Amtrak)* ..... KBC Ar	.....	8 15
5 30	7 30	▲HOUSTON, TX *(Grey. Term.)*	9 45	8 00
6 15	8 15	▲La Marque *(Texas City)*	❯ 9 00	7 10
⇓	⇓	Railroad Museum	⇑	SS
6 45	8 35	Ar ▲GALVESTON, TX .....KBC Lv	8 40	② 6 45

❯ — Agency closed (no agent on duty).
Ⓟ — Bus stop agency, does not handle tickets, baggage or express.
① — Schedule will pick up passengers at Houston Amtrak Station Tuesday, Friday and Sunday.
② — Schedule will discharge passengers at Houston Amtrak Station Monday, Wednesday and Friday.

0800-0326cb

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL

Agency No 6077
Longview, TX

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **301 East Magrill, Longview, TX 75601**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **six** (**6**) bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Twenty-six** percent (**26%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Twenty-six** percent (**26%**) 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 **$2,500.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior 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 **17th** day of **September, 2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By _____
Manager, Contract/Agency Administration

Title _____

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By _____

Title _____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
LONGVIEW, TX
APPENDIX 1
ROUTES AND SCHEDULES

SHREVEPORT—HOUSTON

READ DOWN — READ UP

817	802	813	810	SCHEDULE NUMBER	812	816	814	818
R. Smith Houston	Shreveport Houston	R. Smith Houston	Shreveport Houston	Folder No. 793 3-1-03 FREQUENCY	Houston R. Smith	Houston R. Smith	Houston Shreveport	Houston Shreveport
12 30	.....	7 00	.....	Lv *Kansas City, MO* (753) Ar	11 05	6 40	.....	.....
4 10	.....	10 40	.....	Ar *Joplin, MO* Lv	8 10	2 50	.....	.....
5 15	.....	10 50	.....	Lv *Joplin, MO* (753) Ar	8 00	2 40	.....	.....
9 30	.....	2 40	.....	Ar *Fort Smith, AR* Lv	4 10	11 00	.....	.....
817		813		SHEDULE NUMBER	812	816		
10 00	.....	3 30	.....	Lv ▲FORT SMITH, AR Ar	4 05	10 10	.....	.....
11 30	.....	❯ 4 55	.....	Lv ▲Mena *(LB)* Ar	2 35	❯ 8 25	.....	.....
11 35	.....	5 00	.....	Ar ▲Mena *(LB)* Lv	2 35	8 20	.....	.....
12 35	.....	❯ 6 00	.....	▲De Queen *(LB)*	1 35	❯ 7 20	.....	.....
12 55	.....	❯ 6 25	.....	▲Lockesburg *(LB)*	1 15	❯ 7 00	.....	.....
HS	.....	HS	.....	Ashdown	HS	HS	.....	.....
1 40	.....	7 00	.....	Ar ▲TEXARKANA, AR Lv	12 30	6 15	.....	.....
7 45	.....	2 15	.....	Lv *Memphis, TN* (478) Ar	7 55	2 35	.....	.....
11 00	.....	⇓	.....	Lv *Little Rock, AR* (478) Ar	5 10	12 05	.....	.....
1 20	.....	7 05	.....	Ar *Texarkana, AR* (478) Lv	2 40	9 15	.....	.....
2 05	.....	7 35	.....	Lv *Texarkana, AR* Ar	2 10	8 45	.....	.....
5 00	.....	11 25	.....	Ar *Dallas, TX* Lv	11 15	4 30	.....	.....
817	802	813		SCHEDULE NUMBER	812	816		
2 15	.....	7 20	.....	Lv ▲TEXARKANA, AR Ar	12 20	6 05	.....	.....
3 45	.....	8 45	.....	Ar ▲SHREVEPORT, LA Lv	11 00	4 45	.....	.....
11 30	7 00	.....	3 00	Lv *Dallas, TX* (437)(797) Ar	5 00	10 20	3 30	7 15
4 00	10 35	.....	6 00	Ar *Shreveport, LA* Lv	12 30	5 45	12 01	3 30
12 35	7 00	.....	2 20	Lv *Jackson, MS* (437) Ar	5 35	10 15	3 55	8 00
5 15	11 55	.....	6 00	Ar *Shreveport, LA* Lv	12 30	5 20	12 25	3 30
804	802	806	810	SCHEDULE NUMBER	809	803	805	807
5 15	1 00	9 45	7 00	Lv ▲SHREVEPORT, LA Ar	10 30	3 30	7 15	3 15
6 15	⇓	‖	7 50	▲Mansfield, LA *(LB)*	‖	2 35	⇑	‖
6 45	‖	‖	8 15	⊕Logansport, LA *(LB)*	‖	2 05	‖	‖
‖	1 30	‖	‖	▲Marshall, TX *(LB)*	‖	‖	❯ 6 25	‖
‖	h 2 00	‖	‖	Ar ▲Longview, TX *(LB)* Lv	‖	‖	5 45	‖
‖	11 30	‖	‖	Lv *Dallas, TX* (797) Ar	‖	‖	8 15	‖
‖	1 25	‖	‖	Lv *Tyler, TX* (797) Ar	‖	‖	6 40	‖
‖	1 55	‖	‖	Lv *Kilgore, TX (LB)* (797) Ar	‖	‖	6 15	‖
‖	2 15	‖	‖	Ar *Longview, TX* (797) Lv	‖	‖	5 55	‖
‖	h 2 15	⇓	‖	Lv Longview, TX Ar	‖	‖	5 30	‖
‖	⇓	10 40	‖	▲Carthage, TX *(LB)*	❯ 8 45	‖	⇑	HS
‖	2 45	11 10	‖	▲Henderson, TX *(LB)*	8 20	‖	5 00	HS
7 15	⇓	⇓	8 40	▲Center, TX *(LB)*	⇑	1 45	⇑	⇑
❯ 7 55	3 55	12 01	9 25	Ar ▲Nacogdoches, TX *(LB)* Lv	❯ 7 35	1 00	4 10	❯ 12 35
❯ 7 55	4 10	12 05	9 25	Lv ▲Nacogdoches, TX *(LB)* Ar	❯ 7 30	12 55	4 05	❯ 12 30
❯ 8 10	4 35	12 30	9 55	Ar ▲Lufkin, TX *(LB)* Lv	❯ 7 05	12 25	3 35	❯ 12 05
❯ 8 10	4 35	12 30	9 55	Lv ▲Lufkin, TX *(LB)* Ar	❯ 7 05	12 20	3 35	❯ 12 05
8 35	5 10	1 05	10 25	▲Corrigan, TX	❯ 6 30	11 45	3 05	❯ 11 30
❯ 9 05	5 40	1 35	10 55	Ar ▲Livingston, TX *(LB)* Lv	❯ 6 05	11 10	2 35	❯ 11 05
❯ 9 10	5 45	1 40	11 00	Lv ▲Livingston, TX *(LB)* Ar	❯ 6 00	11 00	2 30	❯ 11 05
❯ 9 35	❯ 8 20	2 15	11 35	▲Cleveland, TX *(LB)*	❯ 5 25	10 30	2 05	❯ 10 35
❯ 10 05	❯ 6 55	2 50	12 10	▲Humble, TX *(LB)*	❯ 5 00	10 00	1 30	❯ 10 00
10 35	7 25	3 30	12 40	Ar ▲HOUSTON, TX Lv	4 30	9 30	1 00	9 30
12 40	9 30	4 45	1 00	Lv *Houston, TX* (486) Ar	2 45	7 30	11 59	8 15
3 55	12 45	8 00	4 15	Ar *San Antonio, TX* Lv	11 15	4 15	8 30	5 00
12 45	9 30	4 00	4 00	Lv *Houston, TX* (499) Ar	3 15	5 30	.....	8 30
4 45	2 20	9 20	9 20	Ar *Corpus Christi* Lv	11 20	12 50	.....	3 00
9 00	5 40	1 15	1 15	Ar *Brownsville, TX* Lv	7 15	9 20	.....	11 30
.....	.....	5 30	3 00	Lv *Houston, TX* Ar	.....	.....	11 00	8 30
.....	.....	8 30	6 30	Ar *Austin, TX* (786) Lv	.....	.....	8 00	5 30
11 15	11 15	4 15	4 15	Lv *Houston, TX* (462) Ar	1 15	5 30	10 45	8 45
1 50	1 50	6 50	6 50	Ar *Lake Charles, LA* Lv	10 30	2 55	7 05	6 00
7 30	.....	.....	5 30	Lv *Houston, TX* (800) KBC Ar	.....	.....	9 45	8 00
8 35	.....	.....	6 45	Ar *Galveston, TX* Lv	.....	.....	8 40	6 45

❯ — Agency Closed (No agent on duty). 0793-0506cb

DALLAS—TYLER—SHREVEPORT—NEW ORLEANS

READ DOWN — READ UP

512	516	SCHEDULE NUMBER	513	515	
Dallas R. Rouge	Dallas N. Orleans	Folder No. 797 5-1-03 FREQUENCY	N. Orleans Dallas	N. Orleans Dallas	
.....	2 45	10 25 Lv *Oklahoma City, OK* Ar	7 00	9 30	.....
.....	7 15	2 25 Ar *Dallas, TX* (362) Lv	3 05	5 00	.....
.....	11 15	6 55 Lv *Amarillo, TX* Ar	6 35	2 35	.....
.....	6 50	2 15 Ar *Dallas, TX* (820) Lv	11 30	6 40	.....
.....	6 35	10 25 Lv *Abilene, TX* (480) Ar	3 05	5 55	.....
.....	10 45	1 45 Ar *Dallas, TX* Lv	11 30	1 45	.....
.....	11 30	7 00 Lv ▲DALLAS, TX Ar	8 15	1 15	.....
.....	1 20	8 35 Ar ▲Tyler, TX *(LB)* Lv	6 45	11 40	.....
.....	1 25	8 40 Lv ▲Tyler, TX *(LB)* Ar	6 40	11 35	.....
.....	1 55	9 10 Ar ▲Kilgore, TX *(LB)* Lv	6 15	❯ 11 05	.....
.....	h 2 15	9 30 Ar ▲Longview, TX *(LB)* Lv	❯ 5 55	❯ 10 45	.....
.....	h 2 15	Lv *Longview, TX (LB)* (793) Ar	5 30	‖	.....
.....	3 55	Ar *Nacogdoches, TX* Lv	4 10	‖	.....
.....	4 35	Ar *Lufkin, TX* Lv	3 35	‖	.....
.....	7 25	Ar *Houston, TX* Lv	1 00	⇑	.....
.....	h 2 20	9 35 Lv ▲Longview, TX *(LB)* Ar	5 50	10 40	.....
.....	2 45	9 55 ▲Marshall, TX *(LB)*	5 25	❯ 10 15	.....
.....	3 30	10 35 Ar ▲Shreveport, LA *(LB)* Lv	4 45	9 45	.....
.....	5 00	11 15 Lv *Shreveport, LA* (457) Ar	3 35	8 10	.....
.....	7 50	1 45 Ar *Alexandria, LA* Lv	12 45	5 40	.....
.....	10 55	5 15 Ar *Baton Rouge, LA* Lv	9 00	3 25	.....
.....	1 05	8 10 Ar *NEW ORLEANS, LA* Lv	6 30	.....	.....

❯ — Agency Closed (No agent on duty). 0797-0605cb

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL Agency No 7603
Marshall, TX

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **201 South Bolivar, Marshall, TX 75670**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **six (6)** bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Twenty-four** percent (**24%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Twenty-four** percent (**24%**) 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 **$2,500.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior written notice.

13. In the event of a strike, lockout, labor controversy, act of God or of any cause 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 **17th** day of **September**, **2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By _____
Manager, Contract/Agency Administration

Title _____

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By _____

Title _____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
MARSHALL, TX
APPENDIX 1
ROUTES AND SCHEDULES

SHREVEPORT—HOUSTON

READ DOWN

817	802	813	810	SCHEDULE NUMBER	812	816	814	818
R. Smith Houston	Shreveport Houston	R. Smith Houston	Shreveport Houston	Folder No. 793 3-1-03 FREQUENCY	Houston R. Smith	Houston R. Smith	Houston Shreveport	Houston Shreveport
12 30	.....	7 00	.....	Lv *Kansas City, MO* .....(753) Ar	11 05	6 40	.....	.....
4 10	.....	10 40	.....	Ar *Joplin, MO* Lv	8 10	2 50	.....	.....
5 15	.....	10 58	.....	Lv *Joplin, MO* .....(753) Ar	8 00	2 40	.....	.....
9 30	.....	2 40	.....	Ar *Fort Smith, AR* Lv	4 10	11 00	.....	.....
817		813		SHEDULE NUMBER	812	816		
10 00	.....	3 30	.....	Lv ▲FORT SMITH, AR ..... Ar	4 05	10 10	.....	.....
11 30	.....	❯ 4 55	.....	Lv ▲Mena *(LB)* ..... Ar	2 35	❯ 8 25	.....	.....
11 35	.....	5 00	.....	Ar ▲Mena *(LB)* Lv	2 35	8 20	.....	.....
12 35	.....	❯ 6 00	.....	▲De Queen *(LB)*	1 35	❯ 7 20	.....	.....
12 55	.....	❯ 6 25	.....	▲Lockesburg *(LB)*	1 15	❯ 7 00	.....	.....
HS	.....	HS	.....	Ashdown	HS	HS	.....	.....
1 40	.....	7 00	.....	Ar ▲TEXARKANA, AR Lv	12 30	6 15	.....	.....
7 45	.....	2 15	.....	Lv *Memphis, TN* .....(478) Ar	7 55	2 35	.....	.....
11 00	.....	⇓	.....	Lv *Little Rock, AR* .....(478) Ar	5 10	12 05	.....	.....
1 20	.....	7 05	.....	Ar *Texarkana, AR* .....(478) Lv	2 40	9 15	.....	.....
2 05	.....	7:35	.....	Lv *Texarkana, AR* ..... Ar	2 10	8 45	.....	.....
5 00	.....	11 25	.....	Ar *Dallas, TX* Lv	11 15	4 30	.....	.....
817	802	813		SCHEDULE NUMBER	812	816		
2 15	.....	7 20	.....	Lv ▲TEXARKANA, AR ..... Ar	12 20	6 05	.....	.....
3 45	.....	8 45	.....	Ar ▲SHREVEPORT, LA Lv	11 00	4 45	.....	.....
11 30	7 00	.....	3 00	Lv *Dallas, TX* .....(437)(797) Ar	5 00	10 20	3 30	7 15
4 00	10 35	.....	6 00	Ar *Shreveport, LA* Lv	12 30	5 45	12 01	3 30
12 35	7 00	.....	2 20	Lv *Jackson, MS* .....(437) Ar	5 35	10 15	3 55	8 00
5 15	11 55	.....	6 00	Ar *Shreveport, LA* Lv	12 30	5 20	12 25	3 30
804	802	806	810	SCHEDULE NUMBER	809	803	805	807
5 15	1 00	9 45	7 00	Lv ▲SHREVEPORT, LA ..... Ar	10 30	3 30	7 15	3 15
6 15	⇓	⇓	7 50	▲Mansfield, LA *(LB)*	⇑	2 35	⇑	⇑
6 45	⇓	⇓	8 15	⊕Logansport, LA *(LB)*	⇑	2 05	⇑	⇑
⇓	1 30	⇓	⇓	▲Marshall, TX *(LB)*	⇑	⇑	❯ 6 25	⇑
⇓	h 2 00	⇓	⇓	Ar ▲Longview, TX *(LB)* Lv	⇑	⇑	5 45	⇑
⇓	11 30	⇓	⇓	Lv *Dallas, TX* .....(797) Ar	⇑	⇑	8 15	⇑
⇓	1 25	⇓	⇓	Lv *Tyler, TX* .....(797) Ar	⇑	⇑	6 40	⇑
⇓	1 55	⇓	⇓	Lv *Kilgore, TX (LB)* .....(797) Ar	⇑	⇑	6 15	⇑
⇓	2 15	⇓	⇓	Ar *Longview, TX* .....(797) Lv	⇑	⇑	5 55	⇑
⇓	h 2 15	⇓	⇓	Lv Longview, TX ..... Ar	⇑	⇑	5 30	⇑
⇓	⇓	10 40	⇓	▲Carthage, TX *(LB)*	⇑	⇑	⇑	⇑
⇓	2 45	11 10	⇓	▲Henderson, TX *(LB)*	❯ 8 45	⇑	⇑	HS
7 15	⇓	⇓	8 40	▲Center, TX *(LB)*	8 20	⇑	5 00	HS
❯ 7 55	3 55	12 01	9 25	Ar ▲Nacogdoches, TX *(LB)* Lv	⇑	1 45	⇑	⇑
❯ 7 55	4 10	12 05	9 25	Lv ▲Nacogdoches, TX *(LB)* ..... Ar	❯ 7 35	1 00	4 10	❯ 12 35
❯ 8 10	4 35	12 30	9 55	Ar ▲Lufkin, TX *(LB)* Lv	❯ 7 30	12 55	4 05	❯ 12 30
8 10	4 35	12 30	9 55	Lv ▲Lufkin, TX *(LB)* ..... Ar	❯ 7 05	12 25	3 35	❯ 12 05
8 35	5 10	1 05	10 25	▲Corrigan, TX	❯ 7 05	12 20	3 35	❯ 12 05
❯ 9 05	5 40	1 35	10 55	Ar ▲Livingston, TX *(LB)* Lv	❯ 6 30	11 45	3 05	❯ 11 30
❯ 9 10	5 45	1 40	11 00	Lv ▲Livingston, TX *(LB)* ..... Ar	❯ 6 05	11 10	2 35	❯ 11 05
❯ 9 35	❯ 6 20	2 15	11 35	▲Cleveland, TX *(LB)*	❯ 6 00	11 00	2 30	❯ 11 05
10 05	❯ 6 55	2 50	12 10	▲Humble, TX *(LB)*	❯ 5 25	10 30	2 05	❯ 10 35
10 35	7 25	3 30	12 40	Ar ▲HOUSTON, TX Lv	❯ 5 00	10 00	1 30	❯ 10 00
12 40	9 30	4 45	1 00	Lv *Houston, TX* .....(486) Ar	4 30	9 30	1 00	9 30
3 55	12 45	8 00	4 15	Ar *San Antonio, TX* Lv	2 45	7 30	11 59	8 15
12 45	9 30	4 00	4 00	Lv *Houston, TX* .....(499) Ar	11 15	4 15	8 30	5 00
4 45	2 20	9 20	9 20	Ar *Corpus Christi* Lv	3 15	5 30	.....	8 30
9 00	5 40	1 15	1 15	Ar *Brownsville, TX* Lv	11 20	12 50	.....	3 00
.....	.....	5 30	3 00	Lv *Houston, TX* ..... Ar	7 15	9 20	.....	11 30
.....	.....	8 30	6 30	Ar *Austin, TX* .....(786) Lv	.....	.....	11 00	8 30
11 15	11 15	4 15	4 15	Lv *Houston, TX* .....(462) Ar	.....	.....	8 00	5 30
1 50	1 50	6 50	6 50	Ar *Lake Charles, LA* Lv	1 15	5 30	10 45	8 45
7 30	.....	.....	5 30	Lv *Houston, TX* .....(800) KBC Ar	10 30	2 55	7 05	6 00
8 35	.....	.....	6 45	Ar *Galveston, TX* Lv	.....	.....	9 45	8 00
					.....	.....	8 40	6 45

READ UP

❯ — Agency Closed (No agent on duty).

0793-0506cb

DALLAS—TYLER—SHREVEPORT—NEW ORLEANS

READ DOWN

512	516	SCHEDULE NUMBER	513	515
Dallas Ft. Worth	Dallas Ft. Worth	Folder No. 797 5-1-03 FREQUENCY	Ft. Worth Dallas	Ft. Worth Dallas
2 45	10 25	Lv *Oklahoma City, OK* ..... Ar	7 00	9 30
7 15	2 25	Ar *Dallas, TX* .....(362) Lv	3 05	5 00
11 15	6 55	Lv *Amarillo, TX* ..... Ar	6 35	2 35
6 50	2 15	Ar *Dallas, TX* .....(820) Lv	11 30	6 40
6 35	10 25	Lv *Abilene, TX* .....(480) Ar	3 05	5 55
10 45	1 45	Ar *Dallas, TX* Lv	11 30	1 45
11 30	7 00	Lv ▲DALLAS, TX ..... Ar	8 15	1 15
1 20	8 35	Ar ▲Tyler, TX *(LB)* Lv	6 45	11 40
1 25	8 40	Lv ▲Tyler, TX *(LB)* ..... Ar	6 40	11 35
1 55	9 10	Ar ▲Kilgore, TX *(LB)* Lv	6 15	❯ 11 05
h 2 15	9 30	Ar ▲Longview, TX *(LB)* Lv	❯ 5 55	❯ 10 45
h 2 15	⇓	Lv *Longview, TX (LB)* .....(793) Ar	5 30	⇑
3 55	⇓	Ar *Nacogdoches, TX* Lv	4 10	⇑
4 35	⇓	Ar *Lufkin, TX* Lv	3 35	⇑
7 25	⇓	Ar *Houston, TX* Lv	1 00	⇑
h 2 20	9 35	Lv ▲Longview, TX *(LB)* ..... Ar	5 50	10 40
2 45	9 55	Ar ▲Marshall, TX *(LB)*	5 25	❯ 10 15
3 30	10 35	Ar ▲Shreveport, LA *(LB)* Lv	4 45	9 45
5 00	11 15	Lv *Shreveport, LA* .....(457) Ar	3 35	8 10
7 50	1 45	Ar *Alexandria, LA* Lv	12 45	5 40
10 55	5 15	Ar *Baton Rouge, LA* Lv	9 00	3 25
1 05	8 10	Ar *NEW ORLEANS, LA* Lv	6 30	.....

READ UP

❯ — Agency Closed (No agent on duty).

0797-0605cb

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL Agency No 6863
San Antonio, TX

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **500 North St. Mary's, San Antonio, TX**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **eleven** (**11**) bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Twenty-four** percent (**24%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Twenty-four** percent (**24%**) 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 **$6,500.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior 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 **17th** day of **September, 2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By _____

Title Manager, Contract/Agency Administration

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By _____

Title _____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
SAN ANTONIO, TX
APPENDIX 1
ROUTES AND SCHEDULES

HOUSTON — SAN ANTONIO—BIG SPRING — DENVER

READ DOWN / READ UP

707	705	703	SCHEDULE NUMBER			704	706	708
S. Antonio Amarillo	S. Antonio Amarillo	S. Antonio Amarillo	Folder No. 787 6-24-03 FREQUENCY			Amarillo S. Antonio	Amarillo S. Antonio	Amarillo S. Antonio
3 30	11 30	3 00	Lv Laredo, TX (CT) (486) GL	Ar		9 35	11 50	11 25
6 40	2 15	5 50	Ar San Antonio	Lv		7 00	9 15	8 50
.....	8 45	.....	Lv Corpus Christi, TX (490)	Ar		.....	11 59	11 30
.....	11 59	.....	Ar San Antonio, TX (490) GL	Lv		.....	9 15	8 45
11 45	8 00	11 45	Lv Brownsville, TX (490) GL	Ar		1 15	3 15	3 15
12 30	8 50	12 30	Lv Harlingen	Ar		12 40	2 35	2 30
2 00	9 50	1 30	Lv McAllen	Ar		11 15	⬆	1 20
6 50	2 00	5 30	Ar San Antonio, TX (490) VTC	Lv		7 00	9 15	8 35
7 05	2 15	8 00	Lv ▲SAN ANTONIO, TX KBC	Ar		5 30	9 00	8 00
❯ 7 40	2 40	8 40	▲Boerne (LB)			4 55	❯ 8 15	❯ 7 10
HS	HS	HS	Comfort			HS	HS	HS
ss	ss	ss	▲Center Point			ss	ss	ss
HS	HS	HS	Legion/Veteran's Hospital			HS	HS	⬆
8 15	3 10	9 15	Ar ▲Kerrville	Lv		4 05	7 35	6 25
8 45	3 40	9 45	Ar ▲Fredericksburg (LB)	Lv		3 35	h 7 05	❯ 5 55
≡ 9 30	4 25	10 30	Ar ▲Mason (LB)	Lv		2 50	6 20	❯ 5 05
9 35	4 35	10 40	Lv ▲Mason (LB)	Ar		2 40	6 10	5 05
❯ 1005	5 05	11 10	Lv ▲Brady	Ar		2 10	5 40	❯ 4 35
10 45	5 45	11 55	▲Eden (LB)			1 35	5 10	3 55
11 30	6 30	12 40	Ar ▲San Angelo, TX (LB)	Lv		12 40	4 20	3 10
⬇	6 35	⬇	Lv San Angelo, TX (3972) SSS	Ar		⬆	⬆	11 05
	8 35		Ar Abilene SSS	Lv				9 00
10 55	6 45	12 45	Lv ▲San Angelo, TX (LB)	Ar		12 40	4 15	3 05
f	D	1 30	▲Sterling City			11 55	3 30	⬆
❯ 1 20	8 15	2 15	Ar ▲BIG SPRING, TX (LB) (CT) KBC	Lv		11 10	2 45	❯ 1 40
2 00	9 00	3 30	Lv Big Spring, TX (816) TNO	Ar		9 50	2 20	1 15
3 50	11 15	5 35	Ar Lubbock	Lv		7 30	11 59	11 05
4 25	11 59	6 35	Lv Lubbock	Ar		6 30	11 45	10 10
7 00	2 35	9 25	Ar Amarillo, TX (816) TNO	Lv		4 00	9 05	7 00
7 35	4 00	10 45	Lv Amarillo, TX (820) TNO	Ar		2 55	8 40	6 05
11 05	⬇	⬇	Ar Raton, NM	Lv		⬆	3 35	⬆
1 45	10 15	4 40	Ar Pueblo, CO	Lv		7 20	1 35	10 10
⬇	⬇	⬇	Ar Grand Junction	Lv		⬆	⬆	⬆
2 55	11 25	5 45	Ar Colorado Springs	Lv		6 05	12 35	9 10
5 05	1 30	7 35	Ar Denver, CO	Lv		4 00	11 05	7 15
5 50 ⟵		8 15	Lv Denver, CO (824)	Ar		2 55	.....	10 30
9 30	.....	11 35	Ar Cheyenne, WY (834) GL	Lv		11 35	.....	.....
7 55	.....	.....	Ar Salt Lake City, UT (350) GL	Lv		.....	.....	.....
1 50	8 55	3 15	Lv Big Spring, TX (CT) (480) GL	Ar		11 05	2 20	12 20
2 45	9 50	4 10	Ar Midland	Lv		10 15	1 30	11 30
3 10	10 25	4 50	Ar Odessa	Lv		9 45	12 30	11 00
.....	11 10	5 35	Ar Monahans, TX	Lv		8 45	.....	.....
3 45	.....	2 30	Lv Big Spring, TX (480) GL	Ar		.....	12 50	.....
5 50	.....	4 35	Ar Abilene, TX	Lv		.....	10 50	.....
9 55	.....	7 45	Ar Ft. Worth, TX	Lv		.....	6 50	.....
10 45	.....	8 35	Ar Dallas, TX	Lv		.....	6 00	.....

0787-0514cb

H or h — Holds for connection.
❯ — Agency Closed (No agent on duty).

HOUSTON — SAN ANTONIO — FORT STOCKTON — EL PASO

READ DOWN / READ UP

407	419	405	403	401	SCHEDULE NUMBER		402	416	404	406	408
Miami Los Ang.	Miami Los Ang.	S. Antonio Los Ang.	Miami San Pass.	Jacin'ville El Paso	Folder No. 780 6-24-03 FREQUENCY		Los Ang. Houston	Los Ang. Jacin'ville	Los Ang. Houston	Los Ang. Miami	Los Ang. Houston
5 45	1 45	9 30	5 15	8 15	Lv Laredo, TX (CT) (486) GL	Ar	10 45	1 20	6 25	11 50	7 05
8 30	4 30	12 15	8 00	11 00	Ar San Antonio, TX	Lv	7 45	10 45	3 50	9 15	4 20
1 15	9 25	5 00	11 45	6 30	Lv Brownsville, TX GL	Ar	3 15	7 30	11 10	3 15	11 00
2 00	11 15	7 30	1 30	8 30	Lv McAllen	Ar	1 15	5 30	8 30	3 30	8 20
2 15	11 30	7 45	12 10	8 45	Lv Edinburg	Ar	12 55	5 10	8 10	3 10	8 00
6 50	3 45	12 15	5 30	1 00	Ar San Antonio, TX	Lv	8 35	12 50	3 50	9 15	4 15
2 35	11 00	.....	12 30	5 55	Lv Tallahassee, FL (ET)	Ar	3 20	7 15	2 00	5 15	11 59
6 30	⬇	10 40	7 00	12 30	Lv New Orleans, LA (462) GL	Ar	8 10	1 05	6 20	10 00	4 45
10 30	7 10	2 45	10 05	3 30	Lv Baton Rouge, LA	Ar	4 50	9 20	4 20	5 55	1 50
4 45	1 00	8 00	4 00	9 15	Lv Houston, TX (486)	Ar	11 45	3 00	8 15	12 15	7 30
8 00	4 15	11 59	7 30	12 30	Ar San Antonio, TX GL	Lv	7 45	11 45	4 15	9 00	4 15
9 00	5 00	1 00	9 00	1 15	Lv ▲SAN ANTONIO, TX KBC	Ar	6 45	10 25	✕ 3 15	8 00	3 10
9 30	5 45	1 35	9 35	⬇	▲Boerne (LB)		6 05	9 45	2 35	7 15	⬆
❯ 1015	6 20	2 15	10 15	❯ 2 20	Ar ▲Kerrville (LB)	Lv	❯ 5 30	9 10	2 00	❯ 6 40	❯ 2 10
❯ 1020	6 25	2 20	10 20	❯ 2 25	Lv ▲Kerrville (LB)	Ar	❯ 5 30	9 00	1 50	❯ 6 40	❯ 2 10
≡ 1115	7 15	≡ 3 15	≡ 1115	≡ 3 20	Ar ▲Junction (LB)	Lv	4 35	8 05	12 55	5 45	1 15
11 30	7 30	3 30	11 30	3 35	Lv ▲Junction (LB)	Ar	≡ 4 20	7 50	≡ 1240	≡ 5 30	≡ 1 00
❯ 12 30	8 30	4 30	12 30	❯ 4 30	▲Sonora (LB)		❯ 3 25	6 55	11 45	4 35	❯ 12 05
❯ 1 00	9 00	5 05	1 05	❯ 5 05	Ar ▲Ozona (LB)	Lv	❯ 2 50	6 20	11 10	4 00	11 30
❯ 1 00	9 15	5 15	1 15	❯ 5 05	Lv ▲Ozona (LB)	Ar	❯ 2 50	6 10	11 00	3 50	11 20
⬇	⬇	⬇	1 55	⬇	▲Sheffield (LB)		⬆	⬆	10 20	⬆	⬆
D	D	D	D	D	Bakersfield		D	D	D	D	D
❯ 2 40	10 55	6 55	3 00	6 45	Ar ▲FORT STOCKTON, TX (LB) KBC	Lv	❯ 1 10	4 30	9 15	2 10	9 40
2 50	11 00	7 10	3 15	7 00	Lv Fort Stockton, TX (481) GL	Ar	1 05	4 25	8 55	2 00	9 35
⬇	⬇	⬇	⬇	7 55	Ar Balmorhea, TX	Lv	⬆	⬆	⬆	⬆	8 40
4 45	12 55	9 05	5 10	9 00	Ar Van Horn, TX (LB) (CT)	Lv	11 10	2 30	7 00	12 05	7 35
5 15	1 10	9 35	5 45	9 30	Lv Van Horn, TX (LB)	Ar	10 40	2 15	6 30	11 35	7 05
⬇	⬇	⬇	⬇	⬇	Ar Sierra Blanca, TX (LB)	Lv	⬆	⬆	⬆	⬆	5 30
6 15	2 10	10 35	6 45	10 30	Ar El Paso, TX (MT)	Lv	7 40	11 15	3 30	8 35	3 55
7 30	3 10	11 45	8 10	11 30	Lv El Paso, TX (MT) (580)	Ar	6 40	10 15	1 35	7 30	2 55
9 30	6 45	5 30	11 55	2 45	Ar Los Angeles, CA (PT) (580)	Lv	12 55	6 00	7 00	1 30	9 50

0780-0514cb

D — Stops only to discharge passengers.
❯ — Agency Closed (No agent on duty).

SAN ANTONIO—EAGLE PASS—DEL RIO

READ DOWN / READ UP

105	111	103	109	101	107	SCHEDULE NUMBER		108	102	104	110	106	112
						Folder No. 801 2-5-03 FREQUENCY							
.....	6 45	.....	1 00	.....	8 30	Lv ▲SAN ANTONIO, TX	Ar	.....	11 05	.....	4 00	.....	8 45
.....	ss	.....	ss	.....	ss	Ar ▲San Antonio-West	Lv	.....	D	.....	D	.....	⬆
.....	7 30	.....	1 45	.....	9 15	Ar ▲Castroville	Lv	.....	10 20	.....	3 15	.....	7 55
.....	7 45	.....	2 00	.....	9 30	Ar ▲Hondo (LB)	Lv	.....	10 05	.....	3 00	.....	7 40
.....	HS	.....	HS	.....	HS	Ar Sabinal	Lv	.....	HS	.....	HS	.....	HS
.....	8 35	.....	2 50	.....	10 20	Ar ▲Uvalde	Lv	.....	9 15	.....	2 10	.....	6 50
8 40	8 40	3 05	3 00	10 35	10 30	Lv ▲Uvalde	Ar	9 00	9 00	2 00	2 00	6 45	6 45
⬇	9 40	⬇	4 05	⬇	11 30	Ar ▲Eagle Pass	Lv	⬆	8 00	⬆	1 00	⬆	5 45
ss	.....	ss	.....	ss	.....	Ar ▲Brackettville	Lv	ss	.....	ss	.....	ss	.....
9 50	.....	4 20	.....	11 50	.....	Ar ▲DEL RIO, TX (LB)	Lv	7 45	.....	12 45	.....	5 30	.....

0801-0131cb

A — Autobus El Aguila.
❯ — Agency Closed (No agent on duty).

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided, however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL Agency No 7673
Shreveport, LA

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **408 Fannin Street, Shreveport, LA 71101**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **eight (8)** bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Twenty** percent (**20%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Twenty** percent (**20%**) 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 **$2,400.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior 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 **17th** day of **September, 2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By_____

Manager, Contract/Agency Administration

Title_____

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By_____

Title_____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
SHREVEPORT, LA
APPENDIX 1
ROUTES AND SCHEDULES

SHREVEPORT—HOUSTON

READ DOWN — READ UP

817	802	813	810	SCHEDULE NUMBER	812	816	814	818
R. Smith Houston	Shreveport Houston	R. Smith Houston	Shreveport Houston	Folder No. 793 3-1-03 FREQUENCY	Houston R. Smith	Houston R. Smith	Houston Shreveport	Houston Shreveport
12 30	.....	7 00	.....	Lv *Kansas City, MO* (753) Ar	11 05	6 40	.....	.....
4 10	.....	10 40	.....	Ar *Joplin, MO* Lv	8 10	2 50	.....	.....
5 15	.....	10 50	.....	Lv *Joplin, MO* (753) Ar	8 00	2 40	.....	.....
9 30	.....	2 40	.....	Ar *Fort Smith, AR* Lv	4 10	11 00	.....	.....
817		813		SHEDULE NUMBER	812	816		
10 00	.....	3 30	.....	Lv ▲FORT SMITH, AR Ar	4 05	10 10	.....	.....
11 30	.....	❯ 4 55	.....	Lv ▲Mena (LB) Ar	2 35	❯ 8 25	.....	.....
11 35	.....	5 00	.....	Ar ▲Mena (LB) Lv	2 35	8 20	.....	.....
12 35	.....	❯ 6 00	.....	▲De Queen (LB)	1 35	❯ 7 20	.....	.....
12 55	.....	❯ 6 25	.....	▲Lockesburg (LB)	1 15	❯ 7 00	.....	.....
HS	.....	HS	.....	Ashdown	HS	HS	.....	.....
1 40	.....	7 00	.....	Ar ▲TEXARKANA, AR Lv	12 30	6 15	.....	.....
7 45	.....	2 15	.....	Lv *Memphis, TN* (478) Ar	7 55	2 35	.....	.....
11 00	.....	⇓	.....	Lv *Little Rock, AR* (478) Ar	5 10	12 05	.....	.....
1 20	.....	7 05	.....	Ar *Texarkana, AR* (478) Lv	2 40	9 15	.....	.....
2 05	.....	7:35	.....	Lv *Texarkana, AR* Ar	2 10	8 45	.....	.....
5 00	.....	11 25	.....	Ar *Dallas, TX* Lv	11 15	4 30	.....	.....
817	802	813		SCHEDULE NUMBER	812	816		
2 15	.....	7 20	.....	Lv ▲TEXARKANA, AR Ar	12 20	6 05	.....	.....
3 45	.....	8 45	.....	Ar ▲SHREVEPORT, LA Lv	11 00	4 45	.....	.....
11 30	7 00	.....	3 00	Lv *Dallas, TX* (437)(797) Ar	5 00	10 20	3 30	7 15
4 00	10 35	.....	6 00	Ar *Shreveport, LA* Lv	12 30	5 45	12 01	3 30
12 35	7 00	.....	2 20	Lv *Jackson, MS* (437) Ar	5 35	10 15	3 55	8 00
5 15	11 55	.....	6 00	Ar *Shreveport, LA* Lv	12 30	5 20	12 25	3 30
804	802	806	810	SCHEDULE NUMBER	809	803	805	807
5 15	1 00	9 45	7 00	Lv ▲SHREVEPORT, LA Ar	10 30	3 30	7 15	3 15
6 15	‖	‖	7 50	▲Mansfield, LA (LB)		2 35	⇑	⇑
6 45	‖	‖	8 15	⊕Logansport, LA (LB)		2 05	‖	‖
‖	1 30	‖	‖	▲Marshall, TX (LB)	⇑	⇑	❯ 6 25	‖
‖	h 2 00	‖	‖	Ar ▲Longview, TX (LB) Lv	‖	‖	5 45	‖
‖	11 30	‖	‖	Lv *Dallas, TX* (797) Ar	‖	‖	8 15	‖
‖	1 25	‖	‖	Lv *Tyler, TX* (797) Ar	‖	‖	6 40	‖
‖	1 55	‖	‖	Lv *Kilgore, TX (LB)* (797) Ar	‖	‖	6 15	‖
‖	2 15	‖	‖	Ar *Longview, TX* (797) Lv	‖	‖	5 55	‖
‖	h 2 15	⇓	⇓	Lv Longview, TX Ar	‖	‖	5 30	‖
‖	⇓	10 40	‖	▲Carthage, TX (LB)	❯ 8 45	⇑	⇑	HS
‖	2 45	11 10	‖	▲Henderson, TX (LB)	8 20	‖	5 00	HS
7 15	⇓	⇓	8 40	▲Center, TX (LB)	⇑	1 45	⇑	⇑
❯ 7 55	3 55	12 01	9 25	Ar ▲Nacogdoches, TX (LB) Lv	❯ 7 35	1 00	4 10	❯ 12 35
❯ 7 55	4 10	12 05	9 25	Lv ▲Nacogdoches, TX (LB) Ar	❯ 7 30	12 55	4 05	❯ 12 30
❯ 8 10	4 35	12 30	9 55	Ar ▲Lufkin, TX (LB) Lv	❯ 7 05	12 25	3 35	❯ 12 05
❯ 8 10	4 35	12 30	9 55	Lv ▲Lufkin, TX (LB) Ar	❯ 7 05	12 20	3 35	❯ 12 05
8 35	5 10	1 05	10 25	▲Corrigan, TX	❯ 6 30	11 45	3 05	❯ 11 30
❯ 9 05	5 40	1 35	10 55	Ar ▲Livingston, TX (LB) Lv	❯ 6 05	11 10	2 35	❯ 11 05
❯ 9 10	5 45	1 40	11 00	Lv ▲Livingston, TX (LB) Ar	❯ 6 00	11 00	2 30	❯ 11 05
❯ 9 35	❯ 6 20	2 15	11 35	▲Cleveland, TX (LB)	❯ 5 25	10 30	2 05	❯ 10 35
❯ 10 05	❯ 6 55	2 50	12 10	▲Humble, TX (LB)	❯ 5 00	10 00	1 30	❯ 10 00
10 35	7 25	3 30	12 40	Ar ▲HOUSTON, TX Lv	4 30	9 30	1 00	9 30
12 40	9 30	4 45	1 00	Lv *Houston, TX* (486) Ar	2 45	7 30	11 59	8 15
3 55	12 45	8 00	4 15	Ar *San Antonio, TX* Lv	11 15	4 15	8 30	5 00
12 45	9 30	4 00	4 00	Lv *Houston, TX* (499) Ar	3 15	5 30	.....	8 30
4 45	2 20	9 20	9 20	Ar *Corpus Christi* Lv	11 20	12 50	.....	3 00
9 00	5 40	1 15	1 15	Ar *Brownsville, TX* Lv	7 15	9 20	.....	11 30
.....	.....	5 30	3 00	Lv *Houston, TX* Ar	.....	.....	11 00	8 30
.....	.....	8 30	6 30	Ar *Austin, TX* (786) Lv	.....	.....	8 00	5 30
11 15	11 15	4 15	4 15	Lv *Houston, TX* (462) Ar	1 15	5 30	10 45	8 45
1 50	1 50	6 50	6 50	Ar *Lake Charles, LA* Lv	10 30	2 55	7 05	6 00
7 30	.....	.....	5 30	Lv *Houston, TX* (800) KBC Ar	.....	.....	9 45	8 00
8 35	.....	.....	6 45	Ar *Galveston, TX* Lv	.....	.....	8 40	6 45

❯ — Agency Closed (No agent on duty).

0793-0506cb

DALLAS—TYLER—SHREVEPORT—NEW ORLEANS

READ DOWN — READ UP

512	516	SCHEDULE NUMBER	513	515	
Dallas B. Rouge	Dallas N. Orleans	Folder No. 797 5-1-03 FREQUENCY	N. Orleans Dallas	N. Orleans Dallas	
2 45	10 25	Lv *Oklahoma City, OK* Ar	7 00	9 30	.....
7 15	2 25	Ar *Dallas, TX* (362) Lv	3 05	5 00	.....
11 15	6 55	Lv *Amarillo, TX* Ar	6 35	2 35	.....
6 50	2 15	Ar *Dallas, TX* (820) Lv	11 30	6 40	.....
6 35	10 25	Lv *Abilene, TX* (480) Ar	3 05	5 55	.....
10 45	1 45	Ar *Dallas, TX* Lv	11 30	1 45	.....
11 30	7 00	Lv ▲DALLAS, TX Ar	8 15	1 15	.....
1 20	8 35	Ar ▲Tyler, TX (LB) Lv	6 45	11 40	.....
1 25	8 40	Lv ▲Tyler, TX (LB) Ar	6 40	11 35	.....
1 55	9 10	Ar ▲Kilgore, TX (LB) Lv	6 15	❯ 11 05	.....
h 2 15	9 30	Ar ▲Longview, TX (LB) Lv	❯ 5 55	❯ 10 45	.....
h 2 15	‖	Lv *Longview, TX (LB)* (793) Ar	5 30	⇑	.....
3 55	‖	Ar *Nacogdoches, TX* Lv	4 10	‖	.....
4 35	‖	Ar *Lufkin, TX* Lv	3 35	‖	.....
7 25	‖	Ar *Houston, TX* Lv	1 00	‖	.....
h 2 20	9 35	Lv ▲Longview, TX (LB) Ar	5 50	10 40	.....
2 45	9 55	▲Marshall, TX (LB)	5 25	❯ 10 15	.....
3 30	10 35	Ar ▲Shreveport, LA (LB) Lv	4 45	9 45	.....
5 00	11 15	Lv *Shreveport, LA* (457) Ar	3 35	8 10	.....
7 50	1 45	Ar *Alexandria, LA* Lv	12 45	5 40	.....
10 55	5 15	Ar *Baton Rouge, LA* Lv	9 00	3 25	.....
1 05	8 10	Ar *NEW ORLEANS, LA* Lv	6 30	.....	.....

❯ — Agency Closed (No agent on duty).

0797-0605cb

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL

Agency No 2929
Texarkana, AR

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **405 East 51st Street, Texarkana, AR 75502**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **four** (**4**) bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Thirty** percent (**30%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Thirty** percent (**30%**) 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 **$2,400.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior 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 **17th** day of **September, 2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By _____

Title Manager, Contract/Agency Administration

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By _____

Title _____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
TEXARKANA, AR
APPENDIX 1
ROUTES AND SCHEDULES

SHREVEPORT—HOUSTON

READ DOWN — READ UP

817	802	813	810	SCHEDULE NUMBER	812	816	814	818
R. Smith Houston	Shreveport Houston	R. Smith Houston	Shreveport Houston	Folder No. 793 3-1-03 FREQUENCY	Houston R. Smith	Houston R. Smith	Houston Shreveport	Houston Shreveport
12 30	.....	7 00	.....	Lv *Kansas City, MO* (753) Ar	11 05	6 40	.....	.....
4 10	.....	10 40	.....	Ar *Joplin, MO* Lv	8 10	2 50	.....	.....
5 15	.....	10 50	.....	Lv *Joplin, MO* (753) Ar	8 00	2 40	.....	.....
9 30	.....	2 40	.....	Ar *Fort Smith, AR* Lv	4 10	11 00	.....	.....
817		813		SHEDULE NUMBER	812	816		
10 00	.....	3 30	.....	Lv ▲FORT SMITH, AR Ar	4 05	10 10	.....	.....
11 30	.....	❯ 4 55	.....	Lv ▲Mena (LB) Ar	2 35	❯ 8 25	.....	.....
11 35	.....	5 00	.....	Ar ▲Mena (LB) Lv	2 35	8 20	.....	.....
12 35	.....	❯ 6 00	.....	▲De Queen (LB)	1 35	❯ 7 20	.....	.....
12 55	.....	❯ 6 25	.....	▲Lockesburg (LB)	1 15	❯ 7 00	.....	.....
HS	.....	HS	.....	Ashdown	HS	HS	.....	.....
1 40	.....	7 00	.....	Ar ▲TEXARKANA, AR Lv	12 30	6 15	.....	.....
7 45	.....	2 15	.....	Lv *Memphis, TN* (478) Ar	7 55	2 35	.....	.....
11 00	.....	⇓	.....	Lv *Little Rock, AR* (478) Ar	5 10	12 05	.....	.....
1 20	.....	7 05	.....	Ar *Texarkana, AR* (478) Lv	2 40	9 15	.....	.....
2 05	.....	7:35	.....	Lv *Texarkana, AR* Ar	2 10	8 45	.....	.....
5 00	.....	11 25	.....	Ar *Dallas, TX* Lv	11 15	4 30	.....	.....
817	802	813		SCHEDULE NUMBER	812	816		
2 15	.....	7 20	.....	Lv ▲TEXARKANA, AR Ar	12 20	6 05	.....	.....
3 45	.....	8 45	.....	Ar ▲SHREVEPORT, LA Lv	11 00	4 45	.....	.....
11 30	7 00	.....	3 00	Lv *Dallas, TX* (437)(797) Ar	5 00	10 20	3 30	7 15
4 00	10 35	.....	6 00	Ar *Shreveport, LA* Lv	12 30	5 45	12 01	3 30
12 35	7 00	.....	2 20	Lv *Jackson, MS* (437) Ar	5 35	10 15	3 55	8 00
5 15	11 55	.....	6 00	Ar *Shreveport, LA* Lv	12 30	5 20	12 25	3 30
804	802	806	810	SCHEDULE NUMBER	809	803	805	807
5 15	1 00	9 45	7 00	Lv ▲SHREVEPORT, LA Ar	10 30	3 30	7 15	3 15
6 15	⇓	‖	7 50	▲Mansfield, LA (LB)		2 35	⇑	‖
6 45	‖	‖	8 15	⊕Logansport, LA (LB)		2 05	⇑	‖
‖	1 30	‖	‖	▲Marshall, TX (LB)		‖	❯ 6 25	‖
‖	h 2 00	‖	‖	Ar ▲Longview, TX (LB) Lv		‖	5 45	‖
‖	11 30	‖	‖	Lv *Dallas, TX* (797) Ar		‖	8 15	‖
‖	1 25	‖	‖	Lv *Tyler, TX* (797) Ar		‖	6 40	‖
‖	1 55	‖	‖	Lv *Kilgore, TX (LB)* (797) Ar		‖	6 15	‖
‖	2 15	‖	‖	Ar *Longview, TX* (797) Lv		‖	5 55	‖
‖	h 2 15	⇓	‖	Lv Longview, TX Ar		‖	5 30	‖
‖	⇓	10 40	‖	▲Carthage, TX (LB)		❯ 8 45	⇑	HS
‖	2 45	11 10	‖	▲Henderson, TX (LB)		8 20	5 00	HS
7 15	⇓	⇓	8 40	▲Center, TX (LB)		⇑	1 45	⇑	⇑
❯ 7 55	3 55	12 01	9 25	Ar ▲Nacogdoches, TX (LB) Lv	❯ 7 35	1 00	4 10	❯ 12 35
❯ 7 55	4 10	12 05	9 25	Lv ▲Nacogdoches, TX (LB) Ar	❯ 7 30	12 55	4 05	❯ 12 30
❯ 8 10	4 35	12 30	9 55	Ar ▲Lufkin, TX (LB) Lv	❯ 7 05	12 25	3 35	❯ 12 05
❯ 8 10	4 35	12 30	9 55	Lv ▲Lufkin, TX (LB) Ar	❯ 7 05	12 20	3 35	❯ 12 05
8 35	5 10	1 05	10 25	▲Corrigan, TX	❯ 6 30	11 45	3 05	❯ 11 30
❯ 9 05	5 40	1 35	10 55	Ar ▲Livingston, TX (LB) Lv	❯ 6 05	11 10	2 35	❯ 11 05
❯ 9 10	5 45	1 40	11 00	Lv ▲Livingston, TX (LB) Ar	❯ 6 00	11 00	2 30	❯ 11 05
❯ 9 35	❯ 6 20	2 15	11 35	▲Cleveland, TX (LB)	❯ 5 25	10 30	2 05	❯ 10 35
❯ 10 05	❯ 6 55	2 50	12 10	▲Humble, TX (LB)	❯ 5 00	10 00	1 30	❯ 10 00
10 35	7 25	3 30	12 40	Ar ▲HOUSTON, TX Lv	4 30	9 30	1 00	9 30
12 40	9 30	4 45	1 00	Lv *Houston, TX* (486) Ar	2 45	7 30	11 59	8 15
3 55	12 45	8 00	4 15	Ar *San Antonio, TX* Lv	11 15	4 15	8 30	5 00
12 45	9 30	4 00	4 00	Lv *Houston, TX* (499) Ar	3 15	5 30	.....	8 30
4 45	2 20	9 20	9 20	Ar *Corpus Christi* Lv	11 20	12 50	.....	3 00
9 00	5 40	1 15	1 15	Ar *Brownsville, TX* Lv	7 15	9 20	.....	11 30
.....	.....	5 30	3 00	Lv *Houston, TX* Ar	.....	.....	11 00	8 30
.....	.....	8 30	6 30	Ar *Austin, TX* (786) Lv	.....	.....	8 00	5 30
11 15	11 15	4 15	4 15	Lv *Houston, TX* (462) Ar	1 15	5 30	10 45	8 45
1 50	1 50	6 50	6 50	Ar *Lake Charles, LA* Lv	10 30	2 55	7 05	6 00
7 30	.....	.....	5 30	Lv *Houston, TX* (800) KBC Ar	.....	.....	9 45	8 00
8 35	.....	.....	6 45	Ar *Galveston, TX* Lv	.....	.....	8 40	6 45

❯ — Agency Closed (No agent on duty).

0793-0506cb

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ORIGINAL

Agency No 7676
Tyler, TX

BUS TERMINAL LICENSE AGREEMENT

AGREEMENT, made as of the **17th** day of **September, 2003** by and between GREYHOUND LINES, INC., a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company", and **CUSA KBC, L.L.C.** a Delaware corporation with offices at **One Riverway, Suite 500, Houston, TX 77056** hereinafter called "Licensee".

WHEREAS, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at **303 North Bois D'Arc Street, Tyler, TX 75701**; 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 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, 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, the loading and unloading of passengers, baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall maintain at the Terminal all necessary tariffs, schedules and other printed matter and information. 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 **four** (**4**) bus departures ("Departures") from the Terminal in any given day on the routes and schedules shown in Appendix 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal, except for extra sections that are operated by Licensee to accommodate an overloaded bus so long as such extra sections are not operated on a scheduled or regular basis.

(B) No changes in the number of Departures by Licensee, nor changes in the routes or schedules operated by the Licensee to or from the Terminal may be made without Licensee providing 30 days prior written notice to Company. Such notice shall be given as provided in Section 19 below, except that notice shall be addressed to Company at **P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Manager, Agency Administration**. If the Company determines that any such change or changes cannot be accommodated at the Terminal for any reason whatsoever, Company shall so notify Licensee in writing within 30 days of receipt of Licensee's notice of change.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee agrees to pay Company, during each calendar month during the term of this Agreement, the greater of: (i) the commissions on sales during said month as set forth in paragraphs (A) and (B) below; or (ii) the monthly minimum commission set forth in paragraph (C) below:

(A) **Twenty-six** percent (**26%**) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) **Twenty-six** percent (**26%**) 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 **$1,500.00**.

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. Licensee shall supply, at its own expense, sufficient stocks of tickets and busbills, tariffs, time tables, circulares, and other supplies to sell its tickets and issue its busbills and to inform the public with regard to its services, and shall increase the stock of such supplies, or any of them, if requested by Company to do so. All tickets and busbills furnished by Licensee must meet Company's reasonable specifications and requirements.

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, and shall be entitled to assess, collect and retain for its own account overtime storage charges with respect to baggage and express handled for Licensee in accordance with the National Baggage Tariff and applicable express tariffs as issued, reissued or amended by the National Bus Traffic Association, or tariffs or price lists issued by Company in which Licensee participates.

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: unless Company and Licensee have mutually agreed to different remittance procedures, Company agrees to submit to Licensee within fifteen (15) days following the 7th, 14th and 21st day of the month an estimated remittance for the respective seven (7) day period.

At locations other than Automated Locations, Company will prepare Licensee's sales reports and remit to Licensee in compliance with the method and schedule agreed to by Licensee and Company.

All remittances to the Licensee will be net of the commissions due under Section 2 (A), (B) and (C). No funds shall be remitted to Licensee until the monthly minimum commission is deducted by Company from Licensee's collections. Fifteen days after each calendar month, Company shall submit to Licensee a remittance, if funds are owed to Licensee, or an invoice, if funds are owed to Company, as required to balance the monthly period. On a monthly basis, Company will also submit to Licensee a sales report or statement covering the calendar month just ended.

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.

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 the points at which the passenger will be transferred.

8. Licensee agrees that it will not permit its drivers or other employees to accept cash fares from or sell tickets to passengers departing from the Terminal, except in emergencies. Emergency fares collected from passengers boarding Licensee's buses at the Terminal shall be reported to Company promptly by Licensee and shall be treated as ticket sales at the Terminal for the purpose of determining the compensation payable hereunder to Company. Licensee and Company agree that in their operations at the Terminal, they will not solicit passengers holding tickets issued in the other's name, and that they will cause their officers, agents, employees, representatives and contractors to adhere to such agreement. As used herein, "soliciting passengers" means any practice engaged in at the Terminal (including any bus loading dock, appurtenant thereto) by which a carrier improperly convinces or attempts to convince passengers holding tickets issued in the name of a different carrier to board the soliciting carrier's bus, including but not limited to the following: delaying a scheduled departure, for other than operational reasons in order to divert passengers from the other carrier's succeeding schedule; intentionally providing inaccurate or misleading information to passengers with respect to the schedules, routing, loading gates, or expected actual departure and/or arrival times of either or both carriers; or intentionally providing inaccurate or misleading information to passengers with respect to the operations, policies or procedures of the Terminal or of either or both carriers.

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. If fare and schedule information is provided for the Terminal by a centralized telephone information center ("TIC") Licensee must furnish its own exclusive telephone number(s) to be answered by the TIC. The terms, provisions and the charges assessable for such service shall be governed by a separate agreement between Licensee and Company and/or the TIC service provider. Company will have no obligation to provide any telephonic information at a TIC-served terminal on behalf of any Licensee which does not elect to have Company provide its telephone information, except that to the extent a TIC employee or agent receives a specific request from a customer regarding service by Licensee, Company will refer the call to Licensee, provided the TIC employee or agent has knowledge of the services provided by Licensee.

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 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 terminate this Agreement upon Ten (10) days prior written notice.

13. In the event of a strike, lockou[redacted]bor controversy, act of God or of any [redacted]nt 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 **17th** day of **September**, **2003** and shall continue in full force and effect through December 31, 2005. 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; 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, Licensees 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.

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. Disputes regarding optional honoring of tickets shall not be subject to this Section 15(C).

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 twenty (20) 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 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, if deemed binding hereunder, 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.

(E) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 above 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; (iii) Company's costs in operating the Terminal or providing Licensee the services herein specified materially changes; provided, however, that, during the term of this Agreement, the rates specified in Section 2 (A) and 2 (B) as increased pursuant to this Section 15(D) shall not exceed 30%; provided, however, that this percentage limitation shall not apply if: (i) Licensee operates 30% or more of the total number of daily departures from the Terminal; or (ii) there is a relocation of the site of the Terminal from the location as originally set forth in this Agreement. 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, and all written notices to the Licensee shall be directed to Licensee at **One Riverway, Suite 500, Houston, TX 77056**. 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 **September 17, 2003** any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, and in particular that certain Bus Terminal License Agreement dated **January 1, 1997** 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 substantive law 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.

26. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

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

WITNESS

_____

COMPANY:
GREYHOUND LINES, INC.

By_____

Title Manager, Contract/Agency Administration

WITNESS

_____

LICENSEE:
CUSA KBC, L.L.C.

By_____

Title_____

Approved as to form 10/15/96

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 Daily Departures:

Minimum:_____

Maximum:_____

3. Anticipated Hours of Operation:

Departure times: _____

Arrival times:_____

4. 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.

CUSA KBC, L.L.C.
TYLER, TX
APPENDIX 1
ROUTES AND SCHEDULES

DALLAS—TYLER—
SHREVEPORT—NEW ORLEANS

READ DOWN — READ UP

	512	516	⟵ SCHEDULE NUMBER ⟶		513	515	
	Dallas N. Orange	Dallas N. Orleans	Folder No. 797 5-1-03 ⟵ FREQUENCY ⟶		N. Orleans Dallas	N. Orleans Dallas	
.....	2 45	10 25	Lv *Oklahoma City, OK*	Ar	7 00	9 30	.....
.....	7 15	2 25	Ar *Dallas, TX* (362)	Lv	3 05	5 00	.....
.....	11 15	6 55	Lv *Amarillo, TX*	Ar	6 35	2 35	.....
.....	6 50	2 15	Ar *Dallas, TX* (820)	Lv	11 30	6 40	.....
.....	6 35	10 25	Lv *Abilene, TX* (480)	Ar	3 05	5 55	.....
.....	10 45	1 45	Ar *Dallas, TX*	Lv	11 30	1 45	.....
.....	11 30	7 00	Lv ▲DALLAS, TX	Ar	8 15	1 15	.....
.....	1 20	8 35	Ar ▲Tyler, TX *(LB)*	Lv	6 45	11 40	.....
.....	1 25	8 40	Lv ▲Tyler, TX *(LB)*	Ar	6 40	11 35	.....
.....	1 55	9 10	Ar ▲Kilgore, TX *(LB)*	Lv	6 15	❩ 11 05	.....
.....	h 2 15	9 30	Ar ▲Longview, TX *(LB)*	Lv	❩ 5 55	❩ 10 45	.....
.....	h 2 15	▼	Lv *Longview, TX (LB)* (793)	Ar	5 30	▲	.....
.....	3 55		Ar *Nacogdoches, TX*	Lv	4 10		.....
.....	4 35		Ar *Lufkin, TX*	Lv	3 35		.....
.....	7 25		Ar *Houston, TX*	Lv	1 00		.....
.....	h 2 20	9 35	Lv ▲Longview, TX *(LB)*	Ar	5 50	10 40	.....
.....	2 45	9 55	▲Marshall, TX *(LB)*		5 25	❩ 10 15	.....
.....	3 30	10 35	Ar ▲Shreveport, LA *(LB)*	Lv	4 45	9 45	.....
.....	5 00	11 15	Lv *Shreveport, LA* (457)	Ar	3 35	8 10	.....
.....	7 50	1 45	Ar *Alexandria, LA*	Lv	12 45	5 40	.....
.....	10 55	5 15	Ar *Baton Rouge, LA*	Lv	9 00	3 25	.....
.....	1 05	8 10	Ar *NEW ORLEANS, LA*	Lv	6 30	.....	.....

❩ — Agency Closed (No agent on duty).

0797-0605cb

PC-125 (4/92)

ADDENDUM
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20. -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

MILLER,
EGAN,
MOLTER &
NELSON LLP

March 30, 2012

Via Federal Express

BMC Group, Inc.
Attn: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, Minnesota 55317

Re: Coach America Bankruptcy Proceeding

To Whom It May Concern:

Enclosed herewith are the following originally executed Proofs of Claim, including all attachments thereto, in connection with the captioned proceeding:

1. Lakefront Lines, Inc. (Bus Terminal License Agreements).
2. Lakefront Lines, Inc. (Letter Agreements).
3. Lakefront Lines, Inc. (Executory Contracts) (ten (10) separate Proofs of Claim).
4. CUSA KBC, LLC (Bus Terminal License Agreements).
5. CUSA KBC, LLC (Agreements).
6. CUSA K-TCS, LLC ($7,337 Invoice).
7. CUSA K-TCS, LLC ($10,500 Invoice).
8. America Charters, Ltd. (Bus Terminal License Agreements).
9. Coach America Holdings, Inc. (Charter Transportation Services).

Also enclosed herewith are exact copies of the above proofs of claim, including all attachments thereto. Please cause each original Proof of Claim to be filed on or before 5:00 pm April 2, 2012. Additionally, please cause the enclosed copies to be file-stamped and return the file-stamped copies to my attention in the enclosed self-addressed, pre-paid Federal Express packet.

Should you have any questions or concerns, please do not hesitate to call me.

Respectfully Submitted,

Amanda Prescott
Paralegal

Enclosures

cc: Ms. Margarita Coale (without enclosures)
Ms. Tricia A. Martinez (without enclosures) (via e-mail)

Attorneys and Counselors
4514 Cole Avenue, Suite 1250
Dallas, Texas 75205-5412
Office: 214.628.9500

From: (214) 628-9500
Peter Dewar
Miller, Egan, Molter & Nelson LLP
4514 Cole Avenue, Suite 1250

Dallas, TX 75205

Origin ID: TRLA

FedEx Express

J12101112190225

Ship Date: 30MAR12
ActWgt: 5.0 LB
CAD: 100817406/INET3250

Delivery Address Bar Code

SHIP TO: (888) 909-0100 BILL SENDER

Attn: Coach America Claims Processi
BMC GROUP, INC.
18675 Lake Drive East

Chanhassen, MN 55317

Ref # Greyhound/Coach America
Invoice #
PO #
Dept #

MON - 02 APR A1
FIRST OVERNIGHT

TRK# 0201 7934 0048 0830

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After printing this label:
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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.